**TABLE OF CONTENTS**

[SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 3](#_Toc471294721)

[B.1 CONTRACT TYPE (DEC 2013) 3](#_Toc471294722)

[B.2 CONTRACT LIMITATIONS (FEB 2016) 3](#_Toc471294723)

[B.3 CONTRACT SCOPE (DEC 2013) 3](#_Toc471294724)

[B.4 CONTRACT LINE ITEMS (FEB 2016) 4](#_Toc471294725)

[SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK 5](#_Toc471294726)

[C.1 BACKGROUND 5](#_Toc471294727)

[C.2 SCOPE OF WORK 5](#_Toc471294728)

[C.3 TASK AREAS OF WORK 6](#_Toc471294729)

[C.4 GENERAL REQUIREMENTS 20](#_Toc471294730)

[C.5 SUSTAINABLE ACQUISITION REQUIREMENTS 20](#_Toc471294731)

[SECTION D - PACKAGING AND MARKING 21](#_Toc471294732)

[D.1 PACKAGING (MAY 1999) 21](#_Toc471294733)

[D.2 MARKING (MAY 1999) 21](#_Toc471294734)

[SECTION E - INSPECTION AND ACCEPTANCE 22](#_Toc471294735)

[E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 22](#_Toc471294736)

[E.2 GOVERNMENT REVIEW AND ACCEPTANCE (APR 2013) 22](#_Toc471294737)

[SECTION F - DELIVERIES OR PERFORMANCE 23](#_Toc471294738)

[F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 23](#_Toc471294739)

[F.2 CONTRACT PERIOD OF PERFORMANCE (OCT 2013) 23](#_Toc471294740)

[F.3 DELIVERIES (MAY 2013) 23](#_Toc471294741)

[F.4 MONTHLY CONTRACT PROGRESS REPORT (JAN 2014) 23](#_Toc471294742)

[F.5 MONTHLY TASK ORDER PROGRESS REPORTS (DEC 2013) 24](#_Toc471294743)

[F.6 MONTHLY TASK ORDER COST REPORTS (DEC 2013) 25](#_Toc471294744)

[F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (APR 2013) 25](#_Toc471294745)

[F.8 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 2013) 26](#_Toc471294746)

[F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999) 26](#_Toc471294747)

[F.10 RIGHTS IN DATA (DEC 2007) 26](#_Toc471294748)

[F.11 WARRANTIES (MAY 1999) 26](#_Toc471294749)

[F.12 LICENSES (MAY 1999) 26](#_Toc471294750)

[F.13 PLACE OF CONTRACT PERFORMANCE (APR 2016) 27](#_Toc471294751)

[F.14 DELIVERABLE FORMAT (MAY 2013) 27](#_Toc471294752)

[SECTION G - CONTRACT ADMINISTRATION DATA 28](#_Toc471294753)

[G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (APR 2016) 28](#_Toc471294754)

[G.2 ORDERING (JUN 2013) 28](#_Toc471294755)

[G.3 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (JAN 2014) 29](#_Toc471294756)

[G.4 TASK ORDER OMBUDSMAN (JAN 2014) 30](#_Toc471294757)

[G.5 TECHNICAL DIRECTION (APR 2016) 31](#_Toc471294758)

[G.6 PAYMENT AND CONSIDERATION (JAN 2014) 31](#_Toc471294759)

[G.7 PAYMENT REQUEST SUBMISSSION REQUIREMENTS (APR 2016) 31](#_Toc471294760)

[G.8 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (DEC 2013) 34](#_Toc471294761)

[G.9 PERFORMANCE EVALUATIONS (NOV 2015) 35](#_Toc471294762)

[G.10 VOUCHER REVIEW (APR 2016) 35](#_Toc471294763)

[G.11 COST ACCOUNTING SYSTEMS (JAN 2015) 35](#_Toc471294764)

[G.12 INCREMENTAL FUNDING OF TASK ORDERS (NOV 2015) 37](#_Toc471294765)

[G.13 TRAVEL AND PER DIEM (JAN 2016) 38](#_Toc471294766)

[G.14 ALLOTMENT (NOV 2015) 39](#_Toc471294767)

[G.15 TAR 1252.242-73 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE 39](#_Toc471294768)

[SECTION H - SPECIAL CONTRACT REQUIREMENTS 40](#_Toc471294769)

[H.1 NON-PERSONAL SERVICES (APR 2016) 40](#_Toc471294770)

[H.2 GPO PRINTING REQUIREMENT (DEC SEP 2009) 40](#_Toc471294771)

[H.3 CONTRACTOR RESPONSIBILITY (DEC 1998) 40](#_Toc471294772)

[H.4 SALES TAX EXEMPTION (MAY 2009) 40](#_Toc471294773)

[H.5 LEVEL-OF-EFFORT NOTIFICATION (DEC 2013) 41](#_Toc471294774)

[H.6 HANDLING OF DATA (AUG 2011) 41](#_Toc471294775)

[H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (MAR 2008) 43](#_Toc471294776)

[H.8 INSURANCE (FEB 2009) 44](#_Toc471294777)

[H.9 MAXIMUM FEE/PROFIT (JAN 2014) 45](#_Toc471294778)

[H.10 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2014) 45](#_Toc471294779)

[H.11 SUBCONTRACT CONSENT (JAN 2014) 45](#_Toc471294780)

[H.12 ACCOUNTING SYSTEM (DEC 2013) 46](#_Toc471294781)

[H.13 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (APR 2016) 46](#_Toc471294782)

[H.14 HARDWARE/SOFTWARE (SEP 2015) 47](#_Toc471294783)

[H.15 REQUESTS TO ACQUIRE EQUIPMENT (MAY 2013) 47](#_Toc471294784)

[H.16 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 2013) 48](#_Toc471294785)

[H.17 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (DEC 2013) 48](#_Toc471294786)

[H.18 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (MAR 2014) 49](#_Toc471294787)

[H.19 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2014) 49](#_Toc471294788)

[H. 20 EXCLUSIONS DUE TO ORGANIZATIONAL CONFLICTS OF INTEREST 49](#_Toc471294789)

[(JUL 2015) 49](#_Toc471294790)

[H.21 U.S. DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011) 50](#_Toc471294791)

[H.22 VISITOR IDENTIFICATION REQUIREMENTS FOR FEDERAL FACILITIES (MAR 2016) 53](#_Toc471294792)

[H.23 LEGAL HOLIDAYS/INSTALLATION CLOSING (JAN 2014) 53](#_Toc471294793)

[H.24 CONFLICT OF INTEREST DISCLOSURE (MAR 2008) 54](#_Toc471294794)

[SECTION I - CONTRACT CLAUSES 56](#_Toc471294795)

[I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 56](#_Toc471294796)

[I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT CLAUSES 60](#_Toc471294797)

[I.3. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES 62](#_Toc471294798)

[SECTION J – LIST OF ATTACHMENTS 69](#_Toc471294799)

[ATTACHMENT J.1](#_Toc471294800)

[MONTHLY TASK ORDER COST REPORT FORMAT](#_Toc471294801)

[ATTACHMENT J.2](#_Toc471294802)

[QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)](#_Toc471294803)

[ATTACHMENT J.3](#_Toc471294804)

[TMSEDS LABOR CATEGORY QUALIFICATIONS](#_Toc471294805)

[ATTACHMENT J.4](#_Toc471294806)

[CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254](#_Toc471294807)

[ATTACHMENT J.5](#_Toc471294808)

[SMALL BUSINESS SUBCONTRACTING PLAN](#_Toc471294809)

# SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1 CONTRACT TYPE (DEC 2013)

1. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) task order contract. Work will be placed under this contract through the issuance of task orders.
2. Task orders may be issued on a Firm-Fixed-Price (FFP), Cost-Plus-Fixed-Fee (CPFF) completion, or CPFF term basis at the Contracting Officer's discretion consistent with the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR). Performance-based task orders will be used to the maximum extent practicable.
3. Individual CPFF task orders will be issued on a completion-type basis pursuant to FAR 16.306 (d)(1). If a completion-type task order is not appropriate, a term-type task order may be issued pursuant to FAR 16.306(d)(2).
4. The Contract Line Item Number (CLIN) structure provided in Subsection B.4 below establishes a CLIN for the three contract types/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPFF completion, and CPFF term tasks.

## B.2 CONTRACT LIMITATIONS (FEB 2016)

1. Multiple Contract Awards: Five (5) contracts are being awarded under the Volpe National Transportation Systems Center’s (Volpe Center) Solicitation No. DTRT5716R20001.
2. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed $200,000,000. As a task order is issued to one Contractor, its value is subtracted from the total value available to all Contractors.
3. Minimum Guarantee: The guaranteed minimum is $2,500 for each contract.

## B.3 CONTRACT SCOPE (DEC 2013)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, supplies, facilities, materials, support, and management necessary to provide the services required under this contract**.** The scope of this effort is defined in the Statement of Work (SOW) (see Section C). Specific work requirements will be stated in individual task orders.

## B.4 CONTRACT LINE ITEMS (FEB 2016)

|  |  |  |  |
| --- | --- | --- | --- |
| CLIN | Description | Unit Price | Total |
| 00100 | The Contractor shall furnish all personnel, supplies, facilities, materials, support, and management necessary to provide the services in accordance with the SOW entitled Traffic Management Systems Engineering and Development Support (TMSEDS) and other terms and conditions of this contract through one or more of the contract types set forth below. | N/A |  NTE $200,000,000 |
| 00101 | Fixed Price Task Orders | NSP | NSP |
| 00102 | Cost Plus Fixed Fee – Term (LOE) Type Task Orders | NSP | NSP |
| 00103 | Cost Plus Fixed Fee – Completion Type Task Orders | NSP | NSP |
| 00200 | Minimum Guarantee | $2,500.00 | $2,500.00 |

# SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**Traffic Management Systems Engineering and Development Support (TMSEDS) Services**

## C.1 BACKGROUND

The Volpe Center is a Federal fee-for-service organization within the Office of Research and Technology of the U. S. Department of Transportation (USDOT). The Volpe Center’s mission is to improve the nation’s transportation system by anticipating emerging issues and advancing technical, operational, and institutional innovations. In partnership with sponsoring agencies, the Volpe Center provides technical research and analysis services to the USDOT, other Federal agencies, state agencies, and other organizations in connection with the transportation-related components of their missions.

The Volpe Center is supporting the Federal Aviation Administration (FAA) and other modal agencies in future aviation system plans/developments as well as future plans in other transportation modes. The Volpe Center utilizes a combination of Federal and Contractor personnel to marshal the broad range and quantity of skills needed to support sponsoring agencies’ projects. By establishing a “pool” of professional technical/scientific resources, the Volpe Center can respond to uncertain, long-range requirements of its technical program in a timely and effective manner. The Contractor will constitute an important part of the Volpe Center’s resources and will provide high-technology capabilities and skills targeted to the Volpe Center’s programmatic requirements in the area of TMSEDS.

## C.2 SCOPE OF WORK

The Volpe Center’s programmatic activities for TMSEDS fall primarily in the area of transportation infrastructure, which is the foundation of facilities, equipment, and related services needed for the safe and secure movement of goods and people. The Contractor must possess skills in the engineering and physical science disciplines (see below) as they relate to the specification, design, development, testing, and operation of traffic management systems. The primary skill requirements for this contract may include, but are not limited to, the following:

* Systems Engineering and Integration
* Electronic Engineering
* Electrical Engineering
* Aeronautical Engineering
* Mechanical Engineering
* Marine Engineering
* Operations Research
* Industrial Engineering
* Environmental Test Engineering
* Civil Engineering
* Railroad Engineering
* Safety Engineering
* Physics
* Chemistry
* Meteorology

In addition, the Volpe Center requires skills in a wide spectrum of other disciplines, including economics, program management, earned value management, financial management, emergency response as related to transportation, man-machine interface analysis and development, risk management, and information systems. Work under this contract may address all transportation modes – air, surface, marine, and potentially space. Current indications are that the largest volume of tasking will be in the aviation area, specifically in support of the Next Generation Air Transportation System (NextGen) which will leverage new technologies to transform the National Air System (NAS) into a safer, more secure system while improving the capacity of air transportation systems. There may also be tasking in the area of surface transportation, including, but not limited to, motor vehicle crash avoidance technologies and transit/ traffic management systems. Representative task areas under this contract are described in Section C.3.

The Contractor may be required to provide administrative and logistic services that are an integral and interconnected part of TMSEDS work performed. These support services may include business and technical writing; development of presentations; graphic arts design and production (demonstrations); and organizing and/or participating in conferences, meetings, or symposia. All Contractor involvement with conferences, meetings, and symposia will be in accordance with Federal regulations on conference spending and Office of Management and Budget (OMB) Circular M-12-12 (Promoting Efficient Spending to Support Agency Operations).

Task Areas of work include:

* Air Traffic Management (ATM) Systems
* Position, Navigation and Timing (PNT) Systems
* Communication Systems
* Autonomous Operations and Remote Sensing Systems (AORSS)
* System Engineering

## C.3 TASK AREAS OF WORK

**C.3.1 Air Traffic Management (ATM) Systems**

This task area covers ATM systems. The International Civil Aviation Organization defines ATM as “the aggregation of the airborne functions and ground‑based functions (air traffic services, airspace management, and air traffic flow management) required to ensure the safe and efficient movement of aircraft during all phases of operations.” Given that the FAA is a major sponsor of the Volpe Center’s work in ATM systems, understanding the FAA’s approach to ATM within NextGen is essential to understanding the nature of the Volpe Center’s future efforts in this task area.

There are several key automation and decision support systems that directly facilitate the transformation to NextGen operations in the NAS:

* Traffic Flow Management System
* Time-Based Flow Management (TBFM)/Traffic Management Advisor
* Terminal Flight Data Manager
* Terminal Automation Modernization and Replacement
* En Route Automation Modernization

Additionally, there are several additional automation systems and conceptual capabilities attendant to NextGen information access and dissemination in the NAS:

* System Wide Information Management (SWIM)
	+ SWIM Flight Data Publication Service
	+ SWIM Terminal Data Distribution Service
	+ SWIM Integrated Terminal Weather System
	+ NAS Common Reference
* Flight Object / Flight Information Exchange Model
* Aeronautical Information Management/Aeronautical Information Exchange Model
* Common Support Services – Weather/Weather Information Exchange Model

This list is not inclusive of all ATM programs/systems that may be supported under this task area as there are interdependencies with other programs being used to transform the NAS that are primarily covered by other communication, navigation, and/or surveillance task areas.

Activities in this task area relate to traffic management systems and automation applications at various stages in their development, including initial research, conceptualization, design feasibility studies, proof-of-concept models, prototyping, design and development testing, verification, implementation, analysis, and continued operation and maintenance. Work will take into account transportation needs, present and/or planned systems, current and emerging technologies, and policy guidance concerning future directions provided by the sponsoring organization. In general, the products of the work performed in this area will provide support to the Government in making its decisions concerning proposed TMSEDS programs attendant to air transportation.

In this task area, the Contractor may be required to perform, but not be limited to, the following:

* Conduct research in support of formulating goals and objectives for new capabilities (e.g., trajectory-based aircraft traffic management)
* Perform functional and engineering analyses to evaluate the viability of proposed NextGen functions and capabilities
* Provide comprehensive system analyses and syntheses for new capabilities
* Support technical feasibility study of a proposed new traffic management system
* Develop modeling and simulation capabilities (e.g., fast-time modeling agents) to support the exploration and demonstration of future Air Traffic Control (ATC) and ATM concepts, functionality, and requirements
* Develop, engineer, and maintain proof-of-concept prototype capabilities, software/hardware, devices, technologies, and applications in support of legacy or advanced NAS operational concepts
* Develop or refine functional, system, and enterprise architectures supporting the decomposition of architectures into functional components and program products
* Assist in designing, developing, installing, and maintaining software and hardware for system-wide processing, transfer, and distribution of near-real-time traffic information
* Provide support for initiatives to reduce the impact of weather on NAS operations
* Provide support for initiatives to improve safety, capacity, and efficiency of NAS operations that includes evaluating the impacts, benefits, and costs of continuous descent arrival procedures on noise, emissions, and fuel burn; defining wake vortex procedures; and supporting the development of standard approach and departure procedure
* Support development of cost and benefits estimates and performance of trade-off studies to support the economic feasibility of proposed traffic management systems and solutions
* Develop environmental studies, including impacts such as noise, fuel consumption, and emissions, for proposed traffic management systems and solutions. These studies can use existing environmental analysis tools, potentially augmented with supplemental tools and methods
* Provide support for site implementation engineering, analysis, and planning. This may include site visits and operations analysis for select existing or conceptual capabilities (e.g., placing data collection instruments and sensors at sites as required).
* Develop enhancements to Collaborative Air Traffic Management (CATM) capabilities and probabilistic tools to improve the management of air traffic demand, uncertainty, and NAS assets
* Devise system architecture techniques, methodologies, and algorithms that allow the synthesizing of various navigation, surveillance, communication, and control data inputs to aid in decision making
* Assess TBFM and Time-Based Metering techniques and methodologies
* Provide support for installation and maintenance of NextGen automation system hardware and software
* Design, develop, deploy, and maintain systems and applications which reduce and mitigate risks to safety and information security attendant to air traffic management systems
* Provide support for mechanisms for greater information dissemination, standardization, and situational awareness across NAS domains (e.g., surface, terminal, en route) such as through SWIM, CATM, and the flight object
* Provide support for initiatives to advance trajectory-based operations, which is a transition of traditional pilot/controller roles to management of air traffic by trajectory
* Provide support for initiatives to advance performance-based navigation capabilities such as Area Navigation and Required Navigational Performance
* Provide support for initiatives that enhance resiliency of critical NAS infrastructure resources and facilities; e.g., to reduce the impact of disruption to real-time NAS operations of loss of services

**C.3.1.1 Transform Facilities and Improve Critical Infrastructure Resiliency**

The Transform Facilities solution set focuses on capabilities that enable a network of integrated facilities designed to support the delivery of safer and more efficient operations system-wide. The network enables a facilities infrastructure that supports NextGen and other transportation-related facilities (i.e., rail, high-speed rail, ground, and marine) capabilities as they are integrated into the current system and as they mature over time. Enhancing critical infrastructure resiliency focuses on capabilities that improve the NAS’s ability to better absorb disruptions without significant loss of services. It provides design-level robustness so that a specific facility (Tower, Terminal Radar Approach Control, Air Route Traffic Control Center, etc.) can withstand severe blows. It is adaptable and enables the NAS to respond appropriately to threats, and it can mitigate the consequences of threat through response and recovery operations. Business continuity is built into the system and provides for a more resilient infrastructure, better contingency operations, and a higher degree of service. This solution set includes multi-discipline laboratories and test beds to support NextGen or other transportation mode requirements development and risk-mitigation efforts.

Work in this area may include future facilities investment planning that may involve conducting the detailed engineering necessary to develop comprehensive facility requirements for future transportation facilities; performing integration, development, and operational analysis that may involve prototyping and assessing the transition to NextGen or other transportation capabilities and conducting man machine interface simulations; and performing test bed demonstration that may involve, but not be limited to, testing of operational improvements during all phases of flight that will allow the integration of new and emerging technologies or applications into existing or planned NAS or other transportation infrastructure enhancements.

In this task area, the Contractor may be required to perform, but not be limited to, the following:

* Provide support determining key metrics at the facility and investment levels
* Support information gathering processes and approaches
* Prepare for portfolio and investment reviews and corrective actions as needed to achieve investment performance and benefits
* Support development and evaluation of critical infrastructure resiliency action plans
* Measure and track progress against action plans
* Conduct reporting, and risk and opportunities management at the facility level
* Provide support and recommend changes to management policies and processes to optimize restoration of services loss due to natural or man-made event
* Utilize lessons learned to improve facility, investment, and in-service management

**C.3.2 Position, Navigation and Timing (PNT) Systems**

This task area addresses the planning, development, and utilization of PNT systems for solutions to present and future transportation needs. Work in this area includes, but is not limited to, assessing PNT requirements for transportation systems, making recommendations for navigation technology to fulfill previously established requirements, performing analyses of the capabilities of current and future PNT systems, and supporting technical and cost-benefit analyses on present and proposed navigation systems and concepts.

The Contractor may be required to support the following for operating or developing Global Navigation Satellite System (GNSS):

* The Navigational, Strategic, Tactical & Relay Global Positioning System (GPS); the Galileo satellite navigation system; and the GNSS space-based augmentation systems to GNSSs, including the Wide Area Augmentation System, the European Geostationary Navigation Overlay Service, the Multifunctional Transport Satellite, and the GPS and Geo-Augmented Navigation system.
* Ground-based augmentation systems to GNSSs, including the Local Area Augmentation System (LAAS).
* Existing U.S. Air Transportation System: transition to the NextGen Air Transportation System
* Very High Frequency Omni Directional Range/Distance Measuring Equipment /Tactical Air Navigation System
* Inertial Navigation System - gimbaled, strap down, and space-stable mechanizations
* Radio beacons - unmodulated and modulated with GNSS corrections in various formats
* Instrument Landing System
* Microwave Landing System
* Electronic map or chart databases

The Contractor may be required to support activities that address:

* GPS modernization reflected in the Block IIR-M and IIF satellites
* Delayed implementation of GPS L2C and L5 signals, constellation replenishment, schedules, and onset of increased solar activity
* Support selection activities of a future radio navigation systems mix
* Harmonizing the evolving civil and military requirements and policies for GPS
* Current gaps in GPS PNT service; e.g., hostile jamming or spoofing environments, and continuing to meet civil and military signal integrity requirements (in addition to current system improvements such as a new military signal on L1 and L2 and flexible power for Precise Positioning Service (PPS) L1 and L2)

The Contractor may also be required to perform assessments that involve collection of laboratory and field test data, review reports with technical experts, and build prototype systems. This may involve, for example, supporting FAA studies relating to TMSEDS work that are currently underway to determine whether LAAS meets the requirements for Category II and III precision approach operations.

The Contractor may be required to support performance analyses and evaluation of current operational systems and to assess the need for new PNT systems and/or analyze proposed PNT systems to determine whether the proposed systems can be expected to satisfy projected needs/requirements developed by the Government (e.g., Nationwide Differential GPS). In performing these studies and evaluations, the Contractor may be required to perform simulation, modeling, and/or theoretical analyses; develop prototype hardware and software; and perform field testing. Additionally, the Contractor may be required to perform trade-off studies and to evaluate transition strategies, including the phasing-in/-out of existing systems and the scheduling of changeovers. Examples of proposed systems that the Contractor may be required to assess include:

* Hybrid combinations of GNSS and Inertial Navigation System
* Obtaining GNSS augmentation signals via a commercial terrestrial transmitter or geostationary satellite
* Satellite-based systems versus ground-based systems
* Use of GPS in National Aeronautics and Space Administration’s (NASA) outer space projects and operations
* Laboratory, field, and flight tests of radio frequency interference location systems
* Radio wave propagation (for frequencies from 10 KHz through 2 GHz covering Loran through GPS) to determine statistics for the PNT system availability, accuracy, and integrity

Research continues at NASA on using GPS signals for science observations and applications requiring high precision. Examples include:

* Using signals for atmospheric research using occultation measurements through the Earth's atmosphere
* Observations of signals reflected off the Earth's surface
* Measurements used in geodetic applications

**C.3.2.1 Geodetic Reference Frame**

NASA has undertaken the task of coordinating efforts among Federal agencies to identify the geodetic requirements to meet future PNT requirements. The Department of Defense (DoD) is currently assessing Satellite Laser Retro-reflectors as a potential payload on GPS III-B and evaluating any integration/ compatibility risks as well as identifying cost and schedule impacts.

The Contractor may be required to:

* Support activities involving the GPS Continuously Operating Reference Stations (CORS), which provides land-surface centimeter-level positioning capability in the U.S.; the CORS network contains about 1,300 stations
* Support Maritime Domain Awareness activities such as the Automatic Identification System used for vessel traffic control around busy seaways
* Develop GPS Radiofrequency Interference mitigation techniques

The primary method of interference mitigation is provided by coordinated Government enforcement response to interference reports and information distribution (e.g., the U.S. Coast Guard’s Navigation Center, the FAA’s NAS Operational Control Center, and the U.S. Strategic Command’s GPS Operation Center). Outage risks can be mitigated in part if the user makes a correct assessment of requirements and implementation of appropriate backup systems or procedures for each individual application.

**C.3.3 Communication Systems**

This task area covers the planning, development, and utilization of communications systems for solutions to present and future transportation needs and challenges. The Contractor may be required to support a broad range of network and/or communication programs and applications, including ground-based networks, terrestrial radio systems, satellite communications systems, and other communication systems. Work in this task area may include, but not be limited to, supporting management; planning; system design/engineering; and system certification, test, and evaluation of communication systems. In terms of radio communications, Contractor support may be required for digital fixed, mobile (including 5.9GHz Dedicated Short Range Communications), and aeronautical communication systems and technologies.

**C.3.3.1 Network Management**

The Contractor may be required to support specific investigations pertaining to network management. For purposes of this contract, network management is defined as policy considerations, security and emergency response, development of tools for network management and planning, administration, budgetary analysis and projections, and related training. Examples of work required include, but are not limited to, the following:

* Support in the planning, design, engineering integration, implementation, test, and support for computer networks and all associated Information Technology (IT) infrastructure
* Analysis of policy for network management, planning, and configuration control
* Budget analysis, review, and forecasting, including cost tracking and impact assessments
* Specification and dissemination of network standards and protocols
* Preparation and maintenance of technical specifications, orders, and directives related to the operation and management of IT infrastructure components
* Definition, development, and implementation of contingency plans and procedures
* Identification and assessment of current network technologies as well as future network trends
* Assessment and monitoring of network performance, reliability, and security
* IT transactional analysis methodology and troubleshooting
* Information System Security assessments, testing, and documentation

**C.3.3.2 Network Planning and System Engineering**

The Contractor may be required to support the Volpe Center in conducting network planning and system engineering. These activities may include technical and management analysis; studies; design and operational support for information systems and software engineering, including architectures, data management strategies, and development; requirements analysis; alternatives analysis; feasibility studies; cost/benefit analysis; operational plans; performance measurement and operational capability support; strategy development; and implementation, integration, testing, and maintenance. Examples of work required include, but are not limited to, the following:

* Support requirements and specifications gathering, resource ordering, developing implementation and integration plans, and installing and configuring services
* Network system engineering tasks ranging from functional and technical system requirements and specifications to overall system design, acquisition, service, implementation, integration, test, evaluation, and troubleshooting
* Specification and development of criteria and methodologies for measuring and assessing network and system performance
* Design and development of tools and automation aids for network and system design, monitoring, configuration, and management
* Analytical and discrete event modeling of computer network traffic loads
* Technical performance, reliability and risk trade-offs, cost-benefit studies, and economic risk analyses for networks and candidate technologies
* Technology forecasting and cost estimates
* Modeling and computer simulation of network, system, and application performance analysis
* Support the development of policies, procedures, and test methods to ensure network infrastructure reliability and accessibility as well as to prevent and defend against unauthorized access to networks, systems, and data

**C.3.3.3 Terrestrial and Satellite Radio Communications**

This task area covers the planning, development, and utilization of terrestrial and satellite analog and digital radio equipment and systems for solutions to present and future transportation needs. The Contractor may be required to provide technical support to facilitate development of advanced radio communications systems for fixed point-to-point, fixed point-to-multipoint, fixed point to land/marine mobile, and fixed point to aeronautical services. Contractor work may include requirements analysis; concept development; feasibility and trade-off studies; spectrum utilization and cost-benefit studies; system engineering and design; interface analysis; hardware and software specification and evaluation; technology assessments; test planning and implementation; and data collection, reduction, and evaluation. For example, the work may include, but not be limited to, the following:

* Concept definition and planning for a pilot-controller communications system utilizing the current Very High Frequency aeronautical communications band that has sufficient capacity for a factor-of-three traffic growth while improving on current signal-to-interference levels
* Concept definition and planning for a rate (e.g., 1 Mb/sec) air-ground data link that provides for ATC communications, airline (e.g., pilot-dispatcher) communications, and passenger communications with a dynamic prioritization scheme
* Data link requirements for GPS/GNSS applications, such as distribution of Differential GPS integrity and correction data for a space-based or ground-based augmentation scheme
* Concept definition and planning for an airport-based wide area network that utilizes the 5091-5150 MHz band currently allocated to the MLS
* Assessment of satellite technologies and trends
* Recommendation of modulation and coding schemes for communication applications; e.g., analog and digital voice, “next generation” Automatic Dependent Surveillance-Broadcast (ADS-B)
* Prediction of fielded and planned communication system performance (with frequencies ranging from 100 MHz to 5.9 GHz) in terms of availability and reliability, signal-to-noise ratio, and message error rate
* Survey and recommend a commercial communications service provider based on Government-provided requirements for tracking and control of off-shore marine vessels and aircraft in oceanic airspace
* Impact of international/domestic satellite systems regulation and institutional arrangements on service procurement and operations
* Cost-benefit analysis of satellite radio versus terrestrial radio versus landline telecommunication services for specific applications; e.g., networking surface traffic monitoring/control sites in a large metropolitan area
* Support for implementation of ground stations in the continental U.S. and DoD facilities outside the continental U.S., aircraft equipage, and integration with other air traffic control automation platforms

**C.3.3.4 Frequency Spectrum Engineering**

This task area covers radio spectrum engineering activities associated with implementation of new traffic management systems and the maintenance of existing capabilities. The Contractor may be required to provide support in resolving the challenges that arise as new technologies such as ADS-B are deployed as the electromagnetic spectrum required for this new system has the potential to degrade the performance of currently deployed systems, particularly during the transition period when both generations of systems must operate simultaneously. For example, the work may include:

* Determination of optimal frequency band(s) in which to locate new systems
* Identification of system spectrum requirements and constraints
* Analysis and selection of communication techniques necessary to implement systems within spectrum constraints
* Simulation of the system spectrum environment in order to check for spectrum-related concerns such as co-channel and adjacent-channel interference, inter-modulation products produced by various nearby emitters, industrial machinery-generated noise, and similar issues
* Simulation of system components such as aircraft receivers or transportation-related emergency response equipment in order to verify their spectrum-related performance and to investigate and validate observed problems
* Performance of laboratory and field tests necessary to validate the analyses and simulations

**C.3.3.5 System Wide Information Management (SWIM)**

This task area covers the information exchange between systems based on the principles of a Service Oriented Architecture (SOA). The Contractor may be required to engineer, design, implement, integrate, test, and analyze the open, flexible, and secure IT infrastructures for NAS systems to share information, increase operability, and encourage reusability of information and services. Additionally, the Contractor may be required to develop conceptual and requirements documents. The following work may be required:

* Establishment of engineering processes to monitor, control, and oversee engineering activities
* Examples of work that may be required include, but are not limited to, designing and developing engineering processes to support programmatic and technical activities
* Support the implementation, institutionalization, and adoption of engineering processes
* Assess, implement, deploy, and administer automated tools that facilitate engineering activities
* NAS integration engineering and analysis, including but not limited to:
* Integration support to SWIM Implementing Programs (SIP)
* Defining/registering an individual SWIM service with the FAA’s NAS Service Registry/Suppository, enabling the design-time discovery of NAS services
* Interface definitions and application integration mechanisms
* Transition issue identification and resolution
* Engineering and analysis associated with design and implementation of the SWIM infrastructure and SWIM core services
* Concept and requirements development, validation, analysis, and documentation, including but not limited to:
* Core capabilities concepts and requirements, segment capability concepts research, and development
* Conduct technical reviews; provide support for development of and provide analysis, comments, updates, and recommendations for documentation involving concepts of use, concepts of operations, system requirements, service specifications, SIP engineering artifacts, interface controls, interface requirements, and core services standards
* Functional, physical, data, and enterprise architecture analysis and development for all SWIM segments, including but not limited to:
* Architectural element definition (e.g., conceptual data models, taxonomies, SOA technologies and standards, and architecture views required by the OMB
* SWIM NAS Enterprise Architecture Views
* NAS/NextGen Enterprise Architecture impact analyses and studies
* Operational Improvement Roadmap analysis
* Telecommunications considerations

**C.3.3.6 Data Communications (Data Comm)**

The FAA has established an operational plan for the ATM system of the twenty-first century under the NextGen program. Data Comm is a key element of the transition from the current analog voice-only air-to-ground communications system to a system in which digital communications becomes an alternate and eventually the predominant mode of communication. The NAS Concept of Operations and Vision for the Future of Aviation and the Interagency Planning Office (formerly the Joint Planning and Development Office) concepts of use require communication of complex trajectory clearances, weather information, and air traffic advisories. In the future ATM environment, it will no longer be possible to rely exclusively on voice messages for the exchange of information. Transition from voice for pilot-controller communication to a mixture of voice and data communication has been identified as a key goal for ATC.

Data communications will provide an additional means for two-way exchange between controllers and flight crews for ATC clearances, instructions, advisories, flight crew requests, and reports. Information will be uplinked to the cockpit, allowing for better route and altitude planning. As experience is gained, routine communication will be increasingly handled by data communications for appropriately equipped users.

The underlying concepts for the data communications services are described in the Communications Operating Concept and Requirements (COCR) for the Future Radio System, COCR Version 1.0. The addition of data communications will support improvements in airspace use and capacity. Data communications will:

* Provide for a more efficient air/ground (A/G) information exchange mechanism
* Provide an additional means of communication between pilots and controllers
* Reduce congestion on the voice channels
* Reduce operational errors and pilot deviations resulting from misunderstood instructions and read back errors
* Enable trajectory based operations

Data Comm in the NAS is envisioned to be implemented in three segments to meet the mission shortfalls in a practical, evolutionary approach.

* Segment 1 will facilitate data communications deployment and introduce initial four-dimensional (4-D) (latitude, longitude, altitude, and time) routes
* Segment 2 will introduce conformance management and initial 4-D agreements
* Segment 3 will expand 4-D agreements and provide an operational environment that allows the transfer of some separation assurance tasks from the ground to the air

The Contractor may be required to provide support in the following areas:

* Planning, scheduling, project control, risk management and earned value management expertise to support lifecycle program management
* Systems and requirements engineering, safety engineering, operational integration, aviation data communications analysis, and air-to-ground Data Comm system analysis
* Aircraft avionics development oversight
* System definitions, architectures, requirements baselines, functional baselines, system and subsystem specification documents, interfaces, and program requirements documents
* Internal and external communications; outreach and information dissemination to airspace users and the flying public; and coordination and education activities such as the development of trial plans, procedures, implementation, and fielding, including the development of training syllabuses and materials for associated trial and demonstration training
* Development of test plans, test procedures, test cases, and required tools to evaluate system and subsystem performance in order to assure successful introduction of A/G Data Comm into the NAS

In addition, the Contractor may be required to:

* Provide input to the Government for the development of regulatory material to permit safe and secure introduction of Data Comm Avionics into the NAS
* Provide input to the Government for the development of international standards that specify aviation safety, performance, and interoperability requirements

**C.3.4 Autonomous Operations and Remote Sensing Systems (AORSS)**

This task area covers research, planning, development, and utilization of AORSSs for solutions to present and future transportation needs and challenges. The Contractor may be required to support a broad range of studies, demonstrations, and public applications of AORSS, including identifying and adapting innovations in artificial intelligence and sensor fusion, machine learning, dynamic information architectures, and remotely piloted and/or autonomous vehicles (RPV) development. Work in this area may include, but not be limited to, research; planning; system design/engineering; system certification, test, and evaluation of remotely piloted vehicles; and relevant systems.

**C.3.4.1 Remotely Piloted Vehicles (RPVs)**

The Contractor may be required to support specific investigations pertaining to RPVs. In support of this task, the Contractor shall perform, but not be limited to, the following activities:

* Perform definition, analysis, modeling, validation, verification, and support management of system requirements
* Support Certificate of Authorization application processes
* Analyze and assess legacy and NextGen automation systems for RPV applications such as the Standard Terminal Automation Replacement System
* Provide support for conducting concept demonstration programs in support of remotely piloted aircraft (RPA)/unmanned aircraft systems (UAS) integration in the NAS
* Provide development of adaptive/autonomous control systems (aircraft, car, boat)
* Provide support for the development of proof-of-concept models, prototypes, and/or initial capabilities of small unmanned aircraft systems operations
* Review and analyze technical integration issues of proposed vehicles
* Evaluate the vulnerability of the Advanced Radar Surveillance System to unauthorized access and use or susceptibility to sabotage and assess the ability of the system to survive a security threat in the expected operational environment
* Evaluate cost estimates and analyze benefits to support the economic feasibility of proposed RPVs and infrastructure.
* Develop, analyze, and track Technical Performance Measures and other system and service metrics
* Analyze and model the life-cycle cost and benefits of RPV programs and their component projects, both collectively and individually
* Develop White Papers on FAA cross-agency UAS issues

The Contractor may be required to support RPV Safety Engineering activities that include:

* Program Safety Plans (PSPs) which describes the plans for addressing system safety and ensuring compliance with Air Traffic Organization (ATO) Safety Management System (SMS) provisions
* All hazards assessments, including full systems approach, and plan development
* Safety Risk Management Documents (SRMD) that describe the change to the NAS associated with each demonstration program-related system safety hazards and hazard tracking and risk resolution plans
* Operational Safety Assessments from the Concept of Operations documents
* Recommendations of safety risk mitigations with the affected program elements, including program management, implementation strategy and planning, and requirements development

**C.3.4.2 Command and Control (C2) Link Communications**

The Contractor may be required to support the Volpe Center in conducting C2 link communications planning and system engineering. These activities include technical and management analysis; studies; design, and operational support for information systems and software engineering, including architectures, data management strategies, and development; requirements analysis; alternatives analysis; feasibility studies; cost/benefit analysis; operational plans; performance measurement and operational capability support; strategy development; and implementation, integration, testing, and maintenance. Examples of work required include, but are not limited to, the following:

* Support Requirements and specifications gathering, resource ordering, developing implementation and integration plans, and installing and configuring services
* Support requirements development for C2 spectrum allocation methodologies
* C2 network system engineering tasks ranging from functional and technical system requirements and specifications to overall system design, acquisition, service, implementation, integration, test, evaluation, and troubleshooting
* Provide analysis for C2 architecture
* Specification and development of criteria and methodologies for measuring and assessing C2 system performance
* Design and development of tools and automation aids for C2 system design, monitoring, configuration, and management
* Analytical and discrete event modeling of C2 spectrum loads
* Perform interference modeling, simulation, and analysis
* Technical performance, reliability and risk trade-offs, cost-benefit studies, and economic risk analyses for networks and candidate technologies
* Technology forecasting and cost estimates
* Modeling and computer simulation of C2 network, system, and application performance analysis
* Support development of policies, procedures, and test methods to ensure C2 link infrastructure reliability and accessibility as well as to prevent and defend against unauthorized access to networks, systems, and data

**C.3.4.3 Detect and Avoid (DAA) Systems**

The Contractor may be required to support the Volpe Center in conducting DAA planning and system engineering. These activities include technical and management analysis; studies; design and operational support for information systems and software engineering, including ground-based airborne architectures, data management strategies, and development; requirements analysis; alternatives analysis; feasibility studies; cost/benefit analysis; operational plans; performance measurement and operational capability support; strategy development; and implementation, integration, testing, and maintenance. Examples of work required include, but are not limited to, the following:

* Provide support for design and implementation of DAA systems
* Conduct analysis for determination of best practices for implementation of Ground-Based Sense and Avoid System (GBSAA) architectures
* Develop DAA system Concepts of Operation
* Support in the functional analysis, feasibility analyses, and configuration and requirements management of UAS traffic management systems
* Develop functional architecture definition and perform system requirements allocation and control
* Support development DAA test requirements
* Perform separation standards modeling, analysis, and testing
* Identify and assess system risks and develop plans to effectively mitigate these risks
* Define and evaluate alternative solutions/methods of achieving the defined objective and desired performance of the system; conduct trade studies to analyze the relative strengths and weaknesses of each alternative
* Design and development of tools and automation aids for DAA system design, monitoring, configuration, and management
* Technical performance, reliability and risk trade-offs, cost-benefit studies, and economic risk analyses for networks and candidate technologies
* Modeling and computer simulation of GBSAA network, system, and application performance analysis

**C.3.4.4 Test Site Support/Field Engineering**

In the course of supporting the FAA, the DoD, NASA, and other agencies, it may become necessary for the Volpe Center to support or establish test sites or restructure an existing test site for supplementary technical activity. Should these circumstances arise, the Volpe Center will develop a set of requirements for the establishment, operation, and disassembly of the site and define those activities of support required from the Contractor. The following work may be required:

* Establishment of engineering processes to monitor, control, and oversee engineering activities
* Examples of work that may be required include, but are not limited to, designing and developing engineering processes to support RPA/UAS test activities
* Support provision of a ground control station and other operator interfaces
* Support the implementation, institutionalization, and adoption of engineering processes
* Assess, implement, deploy, and administer automated tools that facilitate engineering activities

**C.3.5 System Engineering**

The existing systems and methodologies of the NAS and other transportation modes have proven to be extremely safe and reliable but are nearing their performance limitations due to a new set of systems, methodologies, and procedures that utilize different technologies and paradigms yet hold the promise of higher levels of safety and efficiency. Thus, the transition from the existing NAS system to NextGen technologies and operational concepts and from existing transportation systems to updated modal transportation technology will require a wide array of system engineering skills. These skills include architecture definition, performance modeling, environmental impact modeling, alternatives and gap analyses, cost-benefit analysis, safety assessment, test planning, and test data analyses.

In support of this task area, the Contractor shall perform, but not be limited to, the following System Engineering activities for transportation systems:

* Provide comprehensive system engineering to support identification of the most beneficial operational capabilities for near- to mid-term implementation
* Support planning activities for NextGen geared at prioritizing operational capabilities and implementation
* Provide recommendations for concept demonstration programs in support of NextGen initiatives
* Support for the development of proof-of-concept models, prototypes, and/or initial capabilities of NextGen or other types of transportation systems
* Review and analyze technical and integration issues of proposed system architectures and operations
* Evaluate cost estimates and analyze benefits to support the economic feasibility of proposed NextGen systems and solutions
* Conduct analysis of system engineering workforce needs
* Provide support for design and implementation of Communication, Navigation, and Surveillance systems
* Conduct analysis for determination of best practices for implementation of complex enterprise architectures
* Develop system Concepts of Operation
* Support in the functional analysis, feasibility analyses, and configuration and requirements management of NextGen traffic management systems
* Develop functional architecture definition and perform system requirements allocation and control
* Develop, analyze, and track Technical Performance Measures and other system and service metrics
* Develop and maintain environmental impact modeling tools for air, rail, and roadway transportation noise and emissions impact analyses, including the FAA Aviation Environmental Design Tool, the aviation environmental Portfolio Management Tool, and the Federal Highway Administration’s Traffic Noise Model
* Perform environmental impact modeling and analysis, including air, rail, and roadway transportation noise and emissions impact analyses and cost/benefit analyses, at every stage throughout the transportation system
* Develop alternatives that mitigate the environmental impact of air, rail, and roadway transportation noise and emissions
* Perform definition, analysis, modeling, validation, verification, and management of system requirements
* Develop system test requirements
* Conduct feasibility tests
* Perform separation standards modeling, analysis, and testing
* Identify and assess system risks and develop plans to effectively mitigate these risks
* Perform interference modeling, simulation, and analysis
* Define and evaluate alternative solutions/methods of achieving the defined objective and desired performance of the system; conduct trade studies to analyze their relative strengths and weaknesses of each alternative
* Develop White Papers on FAA cross-agency NextGen issues
* Provide technical information and data for the development of NextGen Implementation and Integrations plans and briefings
* Evaluate the vulnerability of the system to unauthorized access and use or susceptibility to sabotage and assess the ability of the system to survive a security threat in the expected operational environment
* Provide support for design and implementation of systems to protect and defend against unauthorized access to transportation and traffic management systems (not to include security personnel)
* Support for implementation of communication, navigation, and surveillance ground stations in the continental U.S. and DoD facilities outside the continental U.S. (not to include construction)
* Coordinate with the Volpe Center and the sponsoring agency to define analysis requirements and specifications
* Utilize state-of-the-art tools or code specialized software to conduct the necessary analyses

The Contractor may be required to support Safety Engineering activities that include:

* PSPs that describe the plans for addressing system safety and ensuring compliance with ATO SMS provisions.
* All hazards assessments, including full systems approach and plan development
* SRMDs that describe the change to the NAS associated with each demonstration program-related system safety hazards and hazard tracking and risk resolution plans
* Operational Safety Assessments from the Concept of Operations documents
* Recommendations of safety risk mitigations with the affected program elements, including program management, implementation strategy and planning, and requirements development
* Coordination of responses to ATO System Safety Work Group (SSWG) comments on safety plans and SRMDs submitted for ATO SSWG review and approval
* Correlation and analysis of safety data/information for NextGen Integrated Safety Plan development

Successful execution of the NextGen program and other transportation activities requires that the economic impact be identified and estimated accurately and in a consistent manner. The costs and benefits to both the service provider (FAA or any other Government agency) and user organization (e.g., airline, air taxi operator, or the traveling public) must be addressed by the responsible agency. In support of these initiatives, the Contractor may be required to perform the following economic analysis activities:

* Analyze and model the life-cycle cost and benefits of transportation programs and their component projects, both collectively and individually
* Estimate the variations of life-cycle costs and benefits due to changes in technical, design, configuration, schedule, support, interface, and implementation parameters
* Develop and document cost-benefit estimates and risk mitigation strategies to create a business case for NextGen initiatives

##

## C.4 GENERAL REQUIREMENTS

If applicable, all electronic and information technology deliverables rendered under this contract must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available for viewing at <http://www.section508.gov>.

## C.5 SUSTAINABLE ACQUISITION REQUIREMENTS

To the maximum extent possible and consistent with the Federal Acquisition Regulations Part 23, the Government requires during the performance of the work under this Statement of Work (SOW) the Contractor to provide or use products that are: energy efficient (ENERGY STAR® or Federal Energy Management Program (FEMA)-designated); water-efficient; biobased; environmentally preferable (e.g., EPEAT-registered, or non-toxic or less toxic alternatives); made with recovered materials; or non-ozone depleting that minimize or eliminate, when feasible, the use, release, or emission of high global warming potential hydrofluorocarbons, such as by using reclaimed instead of virgin hydrofluorocarbons. Unless otherwise identified in this SOW, each recovered materials or biobased product provided and delivered must meet, but may exceed, the minimum recovered materials or biobased content of an EPA- or USDA-designated product. The sustainable acquisition requirements specified herein apply only to products that are required to be: (1) delivered to the Government during contract performance; (2) acquired by the contractor for use in performing services (including construction) at a Federally-controlled facility; (3) furnished by the contractor for use by the Government; or (4) specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.”

# SECTION D - PACKAGING AND MARKING

## D.1 PACKAGING (MAY 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

## D.2 MARKING (MAY 1999)

All items submitted to the Government shall be clearly marked as follows:

1. Name of Contractor;
2. Contract number;
3. Task order number; (if applicable)
4. Description of items contained therein;

1. Consignee's name and address; and
2. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

# SECTION E - INSPECTION AND ACCEPTANCE

## E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| FAR Part | Title | Date |
| 52.246-2 | INSPECTION OF SUPPLIES – FIXED-PRICE  | AUG 1996 |
| 52.246-3 | INSPECTION OF SUPPLIES – COST-REIMBURSEMENT | MAY 2001 |
| 52.246-4  | INSPECTION OF SERVICES - FIXED-PRICE  | AUG 1996 |
| 52.246-5  | INSPECTION OF SERVICES - COST-REIMBURSEMENT | APR 1984 |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES  | APR 1984 |

## E.2 GOVERNMENT REVIEW AND ACCEPTANCE (JAN2017)

1. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in the individual task order. The task order shall also designate the individual responsible for inspection and acceptance as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.
2. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) calendar days after receipt of any final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the CO or designee.
3. Inspection and acceptance of supplies/services for task orders shall be based on the Quality Assurance Surveillance Plan (QASP) included as Attachment J.2. The QASP will identify quality acceptable levels that will form the basis of the inspection and acceptance criteria.
4. The Government has the right to inspect all supplies and services required by the individual task orders, to the extent practicable, at any and all places and times and in all circumstances or event before acceptance.

# SECTION F - DELIVERIES OR PERFORMANCE

## F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

|  |  |  |
| --- | --- | --- |
| FAR Part | TITLE | DATE |
| 52.242-15 | STOP WORK ORDER *(applies to FFP task orders)* | AUG 1989 |
| 52.242-15 | STOP WORK ORDER- ALT. I *(applies to CPFF task orders)* | APR 1984 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |
| 52.247-48 | F.O.B. DESTINATION – EVIDENCE OF SHIPMENT | FEB 1999 |
| 52.247-55 | F.O.B. POINT FOR DELIVERY OF GOVERNMENT- FURNISHED PROPERTY | JUN 2003 |

## F.2 CONTRACT PERIOD OF PERFORMANCE (OCT 2013)

This contract shall become effective on the date the CO signs the contract. The ordering period and performance period will begin on the date of contract award. The ordering period will continue for five years thereafter. Also see the clause in Section I.2 titled, "Ordering" (FAR 52.216-18). However, no task order shall have a period of performance that extends beyond 12 months after the final date for ordering. Also, see the clause in Section I.2 titled, “Indefinite Quantity” (FAR 52.216-22).

## F.3 DELIVERIES (MAY 2013)

Delivery of supplies, services, and written documents [e.g., reports, briefings, presentations, etc. (including required formats and delivery locations)] shall be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the CO, designated Task Order Contracting Officer (TOCO) and/or Contract Specialist, and/or designated Task Order Contracting Officer’s Representative (TOCOR) as specified in the task order.

## F.4 MONTHLY CONTRACT PROGRESS REPORT (JAN 2014)

A Contractor who has been awarded one or more task orders shall provide an overall monthly contract progress report. The monthly contract progress report shall be provided to the CO or designee not later than the 15th of each month. The Government requires submission of reports electronically in a Microsoft Office compatible format.

The Monthly Contract Progress Report shall address all activity under the contract through the last day of the previous month. The Monthly Contract Progress Report shall contain, at a minimum, the following information:

1. A listing of all new task orders accepted for the preceding month, including for each:

1. Task order number and date of issuance;
2. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
3. Amount obligated under task order;
4. Total number of hours ordered by the CO, if applicable; total number of hours incurred by the Contractor by labor category; and total number of hours incurred by labor category for CPFF task orders;
5. Key milestones (including date of deliverables);
6. Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s), and success in meeting Subcontracting Plan goals (if applicable)
7. Type of task order (i.e., FFP, CPFF Term, or CPFF Completion); and
8. Key Personnel assigned to each task order, including Prime Contractor contact point and phone number for each task order.

2. A listing of all ongoing task orders (excluding those from Paragraph 1 above), including:

1. Task order number and date of issuance;
2. Any modifications to the task order;
3. Summary of dollars expended to date for CPFF task orders;
4. Estimated percentage of work yet to be completed on the task order; and
5. Progress in meeting performance measures under the task order (if applicable).

3. A listing of all completed task orders, including:

1. Task order number and date of issuance;
2. Number and value of modifications issued for the task order;
3. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
4. Total dollar amount of task order, including modifications;
5. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable); and
6. Status of performance evaluation comments.

4. Significant findings, problems, delays, events, and trends during the reporting period which result from or affect the performance of any task order and any perceived problems.

Any data submitted in the contract progress reports, along with other relevant information, may be included in a past performance database developed and maintained by the Government. (See Section G, Paragraph G.9, Performance Evaluations).

## F.5 MONTHLY TASK ORDER PROGRESS REPORTS (DEC 2013)

A Monthly Task Order Progress Report shall be submitted for each task order. The progress reports shall be submitted electronically in a Microsoft Office compatible format. If a Contractor has been awarded more than one task order, a Monthly Task Order Progress Report must be submitted separately for each task order. Unless otherwise prescribed in the task order, the report will cover the following items:

1. The work performed during the previous month;
2. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order;
3. Detailed technical description of the work planned for the next reporting period;
4. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order;
5. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time; and
6. Report on accomplishments against any identified performance metrics, if applicable.

## F.6 MONTHLY TASK ORDER COST REPORTS (DEC 2013)

Monthly Task Order Cost Reports shall be submitted by the Contractor, except for fixed-price task orders, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours, (2) elements of cost by direct loaded dollars, funding code, subcontracts, and other direct costs, etc. that have been incurred and/or committed; (3) breakdown by funding code and summary, and (4) projected monthly spending plan table to include obligations, monthly actual costs, cumulative actual costs, monthly projected costs, and cumulative projected costs. Proprietary rate information should not be discussed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. The Contractor shall prepare a graph using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within 30 calendar days after completion of work under the task order, the Contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order and, in the case of a cost under run, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **The submission of these reports does not relieve the Contractor of its responsibility under the Limitation of Cost clause or Limitation of Funds clause applicable to each task order and incorporated by reference in Section I of this contract.** The Volpe Center requires that the report be submitted electronically in a Microsoft Office compatible format (See Attachment No. J.1 - MONTHLY TASK ORDER COST REPORT FORMAT).

## F.7 TECHNICAL REPORTS – TASK ORDER CONTRACTS (APR 2013)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report(s) may be used for major tasks and may include earlier letter-type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer Representative (COR) or TOCOR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COR’s and/or TOCOR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

## F.8 REPORTS OF WORK - REPORT DISTRIBUTION (DEC 2013)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract (see Section H, Paragraph H.2 – “GPO Printing Requirement”).

1. Contract Progress Report:

1 copy CO or designee

1 copy COR

1. Monthly Task Order Progress Reports:

1 copy CO or designee

1 copy COR

1 copy TOCOR

1. Monthly Task Order Cost Reports:

1 copy CO or designee

1 copy COR

1 copy TOCOR

1. Technical Reports

The number of copies and recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the CO or designee.

## F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

The Contractor shall fully document all computer programs first produced in performance of this contract. Unless otherwise specifically agreed to by the CO in writing, the Contractor shall deliver the final codes in executable form accompanied by the source and object codes and appropriate support documentation.

## F.10 RIGHTS IN DATA (DEC 2007)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the CO when granting permission claim to copyright as required by FAR 52.227-14(c).

## F.11 WARRANTIES (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

## F.12 LICENSES (MAY 1999)

With respect to any computer software, databases, or other licensed product acquired for use by the

Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

## F.13 PLACE OF CONTRACT PERFORMANCE (JAN 2017)

The Government anticipates that the preponderance of work will be performed at the Contractor’s facility. However, some of the work may require performance at a Government facility. In such cases, the Contracting Officer will provide written authorization in the task order award to the Contractor as necessary to accomplish work in a Government facility. Access to Government facility will be coordinated with the TOCOR and the Contractor.

## F.14 DELIVERABLE FORMAT (MAY 2013)

Unless otherwise specified in individual task orders, all written documents produced under this contract and resulting task orders must be submitted electronically via email in a format compatible with Microsoft Office 2013 (i.e., Microsoft Word, Microsoft PowerPoint, and Microsoft Excel). All written deliverables must be virus-free.

Written deliverables that do not satisfy the above requirements will not be accepted. These specifications may be modified by the CO during performance of the contract.

# SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (JAN 2017)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives, including Task Order Contracting Officers (TOCOs), Contracting Officer Representatives (CORs), or Task Order Contracting Officer Representatives (TOCORs).

Task Order Contracting Officer: A Task Order CO (TOCO) may be designated by the CO. The duties of a TOCO include, but are not limited to, issuing task orders, analyzing and making recommendations
on the Contractor's proposals, offers, or quotations upon request of the CO, signing task orders, and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Representative: A Contracting Officer's Representative (COR) will be designated by the CO. The responsibilities of the COR include, but are not limited to, inspecting and monitoring the Contractor's work, determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work. The COR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Representative: The CO may designate a Task Order COR (TOCOR). The TOCOR will perform the duties of the COR in connection with the technical oversight of an individual task order. The TOCOR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or on a task order or otherwise affect any other contract or task order terms.

The CO, TOCO, COR, and TOCOR are, unless otherwise indicated in an individual task order, located at:

US DOT/OST-R/Volpe Center

55 Broadway

Cambridge, MA 02142-1001

## G.2 ORDERING (JUN 2013)

1. During the period of performance of the contract, the CO or the TOCO may issue task orders in accordance with Section I.2. (FAR 52.216-18 and FAR 52.216-22).
2. The Government will order any services or services with supplies to be furnished under this contract by issuing task orders on Optional Form 347 by mail, facsimile, or electronically. In addition to the CO, the following individuals are authorized ordering officers: Designated TOCOs.
3. The performance period of the contract is not synonymous with the performance period of any task order issued under the contract. The period of performance for a given task order shall be specified in that task order.
4. A Standard Form 30 will be used to modify task orders.
5. A representative authorized by the Contractor shall acknowledge receipt of each task order within three business days of receipt.
6. Each task order issued may incorporate the Contractor’s technical and cost proposals and will include an estimated cost and fixed fee set forth as a ceiling or a total fixed price in the case of a fixed price task order. For all cost-type task orders the amount available for payment and allotted to the task will be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.
7. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so, in writing, by the CO. Furthermore, the contractor shall not perform work beyond either the task order completion date or the allotment date for incrementally funded task orders, whichever is earlier.

## G.3 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (JAN 2017)

1. All Contractors shall be provided a fair opportunity to be considered for each task order to be issued pursuant to the procedures, set forth below, unless:
2. The agency need for the services or services with supplies is so urgent that providing a fair opportunity would result in unacceptable delays;
3. Only one awardee is capable of providing the supplies or services required at the level of quality required because the services or services with supplies ordered are unique or highly specialized;
4. The task order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
5. It is necessary to place an order to satisfy a minimum guarantee;
6. For task orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that that the purchase be made from a specified source; or
7. In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility in FAR Part 19 apply.
8. The Government’s objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Unless the procedures in Paragraph A are used for awarding individual task orders, multiple award Contractors will be provided a fair opportunity to be considered for each task order using the following procedures:
9. A written cost proposal will be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor hours, rates, travel, equipment, etc.). Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the Contractor customarily uses), as indicated by the Contractor’s or the subcontractor’s current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant Government auditor of the Contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the Contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Offerors shall also provide an explanation of any significant difference (10 percent or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the Master Contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task order and the type and ODCs proposed under the Master Contract must also be justified.
10. Each Task Order Request for Proposal (TORFP) will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the offer; (f) any other relevant instructions to the Contractor.
11. Upon receipt of a TORFP, the Contractor may submit an offer to the CO that must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
12. The method of evaluation and selection of an awardee for a task order will be identified in the TORFP.
13. The Government shall have the right to select the Contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers.
14. If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to Section I.3, TAR 1252.237-73.

Upon request, the Government will debrief unsuccessful Offerors on a TORFP, for a task order in excess of $5.5 million IAW FAR 16.505 (b)(6). Requests must be made within five (5) days of the notice of award for a specific task order.

## G.4 TASK ORDER OMBUDSMAN (JUL 2016)

The Volpe Center Competition Advocate is:

Ms. Audrey Farley

Executive Director

Office of the Assistant Secretary for Research and Technology/OST-R-RTAD-10

1200 New Jersey Avenue, SE

Washington, DC 20590

Telephone number: 202-366-4112

Email: Audrey.Farley@dot.gov

It should be noted that in accordance with FAR 16.505(a)(10), no protest is authorized in connection with the issuance of a task order valued at $10 million or less except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract. Protests of orders in excess of $10 million may only be filed with the U.S. Government Accountability Office in accordance with the procedures set forth in FAR Part 33.104.

## G.5 TECHNICAL DIRECTION (APR 2016)

Performance of the work hereunder shall be under the technical direction of the COR and TOCOR through the CO and TOCO, in writing, pertinent to a specific task order.  As used herein, "technical direction" is limited to directions to the Contractor that provide additional detail regarding the previously defined scope within a particular task order. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract or task order, or otherwise affect any other provision of this contract.  At no time may the Contractor begin work without an awarded task order or perform work outside of the scope of an awarded task order.

## G.6 PAYMENT AND CONSIDERATION (JAN 2014)

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order. Specific clauses to be used in each case are provided below:

1. The following clause is applicable to fixed-price task orders:

CONSIDERATION - FIXED PRICE

Upon delivery and acceptance of the required services, the Contractor shall be paid at the fixed price specified on the face of the task order.

1. The following clause is applicable to Cost-Plus-Fixed-Fee task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

1. Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed $(TO BE COMPLETED AT TIME OF Award of Task), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of $(TO BE COMPLETED AT TIME OF Award of Task) for the performance of this task.
2. The Contractor shall be provisionally reimbursed indirect costs on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
3. The final indirect cost rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

## G.7 PAYMENT REQUEST SUBMISSION REQUIREMENTS (APR 2016)

***NOTE: Under no circumstances can the Contractor request payment from funds obligated under one task order to be used to pay the price, costs incurred, or fee earned under another task order issued under the contract. Under no circumstances can the Contractor request payment from funds obligated under one funding source to be used to pay the price, costs incurred or fee earned under another funding source on a task order. Such interim payment requests (IPR) or invoices will be rejected by the Government as not proper.***

General Requirements

The invoicing and payment office for all contract actions issued by the USDOT/Volpe Center is located at the Enterprise Services Center (ESC), Office of Financial Operations, Federal Aviation Administration, in Oklahoma City, Oklahoma.

All IPRs and invoices, including supporting documentation, shall be submitted **electronically** (e.g., PDF format) to the ESC at FAA in Oklahoma City by **email** at the following address: volpeinvoices@faa.gov (all lower case). A cover email must accompany each IPR or invoice and must provide the applicable information in the fields listed below. Also, ensure the CO is copied on all email submissions to ESC.

IPR or Invoice Date:

Contractor Name:

IPR or Invoice Number:

IPR or Invoice Amount:

Contract No.:

Task Order No. (if applicable):

Modification No.:

CLIN No.:

Terms/Discount:

Performance Period:

Notes:

Consecutively number each IPR or invoice beginning with No. 1 for each task order. However, all IPRs for task orders under the contract must be submitted concurrently.

The Contractor **must specify** the appropriate cost (or price for FFP-type task orders) per CLIN and funding source(s) in which ESC should make payment on the IPR or invoice if more than one funding source is cited in the contract or task order. If this information cannot be entered on the IPR or invoice, the Contractor must **clearly state** on the IPR or invoice where the information can be found in the IPR or invoice package. The same procedures shall be followed for fee invoices.

For cost-type task orders, in addition to the information required by FAR 52.216-7 and FAR 52.232-25/Alternate I incorporated by reference in Section I, the Contractor shall submit an SF 1034, Public Voucher for Purchases and Services Other Than Personal, and an SF 1035, Public Voucher for Purchases and Services Other Than Personal (Continuation Sheet), to request payments as required by Transportation Acquisition Regulation (TAR) 1232.7002, including complying with the requirements listed below to constitute a proper IPR or invoice. The Contractor must indicate on the SF 1034 if the IPR or invoice is a cost IPR or invoice or is a fee invoice. Cost IPRs or invoices and fee invoices must continue to be billed separately and must be clearly marked in the title so ESC may make the distinction.

1. The cost IPR or invoice shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the Prime Contractor and each subcontractor. Other direct costs must be identified; e.g., travel, per diem, material, and equipment. In addition, ensure supporting data (as applicable) to address each major cost element in the invoice is provided as required by TAR 1232.7002/Appendix A and B as follows:
2. Direct Labor. List each labor category, rate per labor hour, hours worked, and extended total labor dollars per labor category.
3. Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the formula (rate and base) in effect during the time the costs were incurred. If the contract allows for billing fringe benefits as a direct expense, show the actual fringe benefit costs.
4. Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies; however, items valued at $5,000 or more must be itemized.
5. Travel. List the name and title of the traveler, place of travel, and travel dates. If the travel claim is based on the actual costs expended, show the amount for the mode of travel (e.g., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately on a daily basis. These actual costs must be supported with receipts to substantiate the costs paid. Travel costs for subcontractors or consultants must be shown separately and also supported.
6. Other Direct Costs. Itemize those costs that cannot be placed in categories (a) through (d) above. Categorize these costs to the extent possible.

(f) Total Direct Costs. Cite the sum of categories (a) through (e) above.

(g) Overhead. Cite the rate, base, and expended amount.

(h) G&A Expense. Cite the rate, base, and expended amount.

(i) Total Costs. Cite the sum of categories (e) through (h).

(j) Fee. Cite the rate, base, and expended amount.

(k) Total Cost and Fee Claimed. Enter this amount on the SF 1034.

1. IPRs or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments.
2. When the Contractor submits IPRs or invoices on a monthly basis, the period covered by the IPRs or invoices must be the same as the period for the Monthly Progress Reports reported under the contract or task order(s). If, in accordance with FAR 52.216-7, the Contractor submits IPRs or requests for invoices more frequently than monthly, one IPR or invoice per month must have the same ending date as the Monthly Progress Report.
3. Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates submitted to and/or approved by the CFA. The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rates is made known to the Volpe Center CO. These indirect rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor’s actual costs for the period together with all supporting data. In addition, the Contractor is required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center CO. The Contractor’s failure to provide the rate proposal in a timely manner may impact IPR or invoice payment and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all indirect rates established by the CFA to the Volpe Center CO. It is imperative that the CO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the Contractor for cost reimbursement. The Contractor should note that absence of a final rate determination does not relieve the Contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the contract or task order.

5. The Contractor shall submit a final IPR for each task order, including a complete list of IPRs or invoices previously tendered under the task order, within 6 months of the task order’s physical completion. Concurrent with the final IPR, the Contractor shall also provide under separate cover to the CO a draft of the completion (final) invoice prior to the establishment of final annual indirect rates. If changes to the final IPR become necessary as a result of Government review of the draft completion invoice, the Contractor shall include all changes in the final (completion) invoice (clearly identified in accordance with FAR 52.216-7). The Contractor shall submit this final invoice, along with the Contractor’s release form, DOT F 4220.4, to the CO, following the final adjustment of its annual indirect rates per FAR 52.216-7. The final invoice is the last invoice to be submitted for incurred, allocable, and allowable costs expended to perform the contract or task order(s). This invoice should include all contract reserves, allowable cost withholdings, balance of fixed fee, etc. Please note that the amount of the final invoice when added to the total amount previously paid cannot exceed the total amount of the contract or task order(s).

## G.8 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (DEC 2013)

The Government will issue task orders which will include one of two methods by which the Contractor can earn total fixed fee. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

For **term-type task orders**, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based upon a percentage of costs expended during performance of the task order. Final amount may be determined at contract closeout as the Contractor maintains the right to invoice for costs expended on completed task orders up until that time.

In accordance with FAR 52.216-8, the Government will withhold 15% of the earned fixed fee per invoice, per task order, until $100,000 is withheld on each task order. At that time, full payment of fixed fee may be invoiced through the remainder of the task order performance period.

On a **completion-type task order**, if performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will based on the CO’s determination of the percentage of completion of the specified end product(s).

Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

## G.9 PERFORMANCE EVALUATIONS (NOV 2015)

Annual performance evaluations shall be completed for the Master Contract. The Government uses the [Contractor Performance Assessment Review System](http://www.cpars.gov/) (CPARS) as the primary method to complete evaluations. Completed performance evaluations may be accessed in the [Past Performance](http://www.ppirs.gov/) [Information Retrieval System](http://www.ppirs.gov/) (PPIRS).

The Contractor is required to register in CPARS and shall have 14 calendar days in which to respond to Government comments. The Government will consider any comments provided by the Contractor before finalizing a Performance Evaluation Report, and the Contractor’s comments will be attached to the Report.

## G.10 VOUCHER REVIEW (APR 2016)

The Government may at its sole discretion utilize a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

## G.11 COST ACCOUNTING SYSTEMS (JAN 2015)

**Cost Accounting System**

The Contractor shall maintain a cost accounting system that will accumulate costs incurred for each task order separately. The Contractor shall invoice the Government only in accordance with its approved accounting system.

**Administrative Labor**

Only those labor categories and functions identified and priced out in the Cost and Business Proposal are billable as direct labor during performance without prior Contracting Officer approval. This also applies to subcontractors. The Administrative Labor categories included in the Contractors Cost and Business Proposal are hereby incorporated into the contract.

**Other Direct Costs**

Other than Government stipulated ODC specified for an individual task order, only those costs identified and priced out in the proposal by the Offeror (or subcontractor) are billable without prior CO approval. Elements of other direct cost identified in the Contractor’s Cost and Business Proposal are hereby incorporated into the contract.

**Task Order Proposal Preparation Cost**

Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs. Bid and proposal costs for unsuccessful Offerors will not be reimbursed.

**Uncompensated Overtime**

(The term “contract proposals” as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. A Contractor/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The Contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those Contractors/subcontractors who included uncompensated effort in their TMSEDS contract proposals may use this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with TMSEDS contract cost proposals. Task order proposals which deviate from TMSEDS contract proposals must include an explanation for the deviation for the CO's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

This task order is based upon the Contractor's task order proposal dated TBD in which, of the total TBD hours required, TBD hours are estimated to be uncompensated as shown below.

**Prime Contractor Workweek**

Prime Contractor: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order Total Compensated Uncompensated

Labor Category Hours Hours Hours

 TBD TBD TBD

**Subcontractor Workweek**

Subcontractor Name: (TO BE DETERMINED)

Division: (TO BE DETERMINED)

Task Order Total Compensated Uncompensated

Labor Category Hours Hours Hours

 TBD TBD TBD

During performance, the Contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the Contractor anticipates that the ratio will not be achieved by the completion of the task order, the Contractor shall notify the CO in writing, identifying the expected shortfall. The Contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the Contractor fails to provide such notice sufficiently in advance, the CO at his/her sole discretion shall have the option of:

1. Extending the term of the task order and requiring that the Contractor provide the total level-of-effort at no extra cost to the Government, or
2. Reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The Contractor shall indicate on its invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

## G.12 INCREMENTAL FUNDING OF TASK ORDERS (NOV 2015)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a **term-type task order** is incrementally funded, the following clause will be set forth in full in the task order modification (Blanks are TBD):

LIMITATION OF LIABILITY - TASK ORDER INCREMENTAL FUNDING (TERM FORM)

1. The amount available for payment for this incrementally funded task order is hereby increased from $\_\_\_\_by $\_\_\_\_\_ to $\_\_\_\_\_\_. Notwithstanding any other provision and/or clause in this task order or master contract, the funding provided under this modification is available to pay for services performed under Line Item no. \_\_\_ from the date of this modification through \_\_\_\_\_\_\_\_\_\_ only. This funding may not be used for payment of services rendered prior to issuance of this task order, nor may this funding be used for payment of services rendered after the aforementioned end date of availability for this funding. The amount allotted to the estimated cost of this task order is increased from $\_\_\_\_\_\_ by $\_\_\_\_\_\_ to $\_\_\_\_\_\_\_. The amount obligated for the fixed fee is increased from $\_\_\_\_\_ by $\_\_\_\_\_ to $\_\_\_\_\_. Except as otherwise established by this clause, the Limitation of Funds clause, FAR 52.232-22, applies only to the amount allotted under this modification to cover the estimated costs; however, under no circumstances is the Contractor obligated nor is the Contractor authorized by the Government to continue performance of the work required under line item no. \_\_\_ and funded by this modification beyond \_\_\_\_\_\_\_\_\_\_\_ *(insert the date noted above upon which services may no longer be funded under this modification)*, nor is the Government obligated to pay or reimburse, except as otherwise established under this task order or master contract, the Contractor for any services performed beyond this aforementioned date or prior to issuance of this task order. The fixed-fee will be payable in accordance with other clauses of the contract, and will be sufficient to pay fee anticipated to be earned for the work funded under this modification and completed within the dates established above.

2. The estimated level-of-effort applicable to the incremental funding provided herein is\_\_\_\_\_\_\_ professional labor-hours.

3. The funding must be tracked and billed accordingly. The funds obligated in Block 12 of the SF 30 are available only for work performed within the dates established above.

B. When a **completion-type task order** is incrementally funded, the following clause will be set forth in full in the task order modification (Blanks are TBD):

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

1. The amount available for payment for this incrementally funded task order is hereby increased from $\_\_\_\_by $\_\_\_\_\_ to $\_\_\_\_\_\_. Notwithstanding any other provision and/or clause in this task order or master contract, the funding provided under this modification is available to pay for services performed under Line Item no. \_\_\_ from the date of this modification through \_\_\_\_\_\_\_\_\_\_ only. This funding may not be used for payment of services rendered prior to issuance of this task order, nor may this funding be used for payment of services rendered after the aforementioned end date of availability for this funding. The amount allotted to the estimated cost of this task order is increased from $\_\_\_\_\_\_ by $\_\_\_\_\_\_ to $\_\_\_\_\_\_\_. The amount obligated for the fixed fee is increased from $\_\_\_\_\_ by $\_\_\_\_\_ to $\_\_\_\_\_. Except as otherwise established by this clause, the Limitation of Funds clause, FAR 52.232-22, applies only to the amount allotted under this modification to cover the estimated costs; however, under no circumstances is the Contractor obligated nor is the Contractor authorized by the Government to continue performance of the work required under line item no. \_\_\_ and funded by this modification beyond \_\_\_\_\_\_\_\_\_\_\_ *(insert the date noted above upon which services may no longer be funded under this modification)*, nor is the Government obligated to pay or reimburse, except as otherwise established under this task order or master contract, the Contractor for any services performed beyond this aforementioned date or prior to issuance of this task order. The fixed-fee will be payable in accordance with other clauses of the contract, and will be sufficient to pay fee anticipated to be earned for the work funded under this modification and completed within the dates established above.

2. The incremental funding provided herein is applicable to the tasks and deliverables specified in \_\_\_\_\_\_\_\_\_\_\_.

3. The funding must be tracked and billed accordingly. The funds obligated in Block 12 of the SF 30 are available only for work performed on or after the effective date of this modification.

## G.13 TRAVEL AND PER DIEM (JAN 2016)

All travel performed under this contract shall be performed in accordance with Federal Travel

Regulations (FTR) and must be approved in writing by the CO or TOCO in advance of travel taking place. The actual costs for lodging, meals, and incidentals will be considered reasonable and allowable if they do not exceed the maximum per diem rates in effect at the time of travel as set forth in the FTR. In accordance with FAR Subpart 31.205-46, a written justification must be provided for higher amounts in special or unusual circumstances. Under cost-type task orders, travel will be reimbursed at actual costs (with a copy of the receipts for expenses) in the following categories:

* Airline Tickets (commercial rate economy seating).
* Hotel Expenses (Government rates unless concurred in advance by the CO, COR, or TOCOR, as specified in individual task orders)
* All Other Modes of Transportation (Taxi receipts are not required if less than $75.00).

Under cost-type task orders, food and other miscellaneous expenses will be reimbursed at the prevailing FTR reimbursement rates. In accordance with FAR Subpart 31.205-6(m)(2), any travel taking place with contractor-owned or leased vehicles to and from work is unallowable. In addition, if a contractor employee performs official local travel during the regular work day, only the local travel costs exceeding the normal daily commuting costs will be reimbursed. The CO reserves the right to modify procedures on a task order level if there are extensive travel requirements.

## G.14 ALLOTMENT (NOV 2015)

Pursuant to Section B, Paragraph B.2 – “Contract Limitations” and FAR 52.216-22 –“Indefinite Quantity,” the amount presently available for payment and allotted to this contract to provide for the contract minimum is $2,500. All contractors receiving award, will have $2,500 obligated on their base contract to cover the Minimum Guarantee. If the contractor receives a Task Order, a unilateral modification will be issued to deobligate the minimum guarantee from the base contract. If the contractor does not receive a Task Order prior to contract expiration, they may submit an invoice for the minimum guarantee amount immediately following the expiration of the contract.

Additional funding will be allotted and obligated as necessary, only on individual task orders.

The Accounting and Appropriation amount currently allotted is as follows:

PR Number Accounting Code Amount Obligated

V3441206 FA03AA $2,500

## G.15 TAR 1252.242-73 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE

**(OCT 1994)**

1. The CO may designate Government personnel to act as the CO's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
2. The CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

NOTE: *Please note that the United States Department of Transportation has not updated Transportation Acquisition Regulation (TAR) Clause 1252.242.73. This clause uses the term Contracting Officer Technical Representative. The terminology has changed and this position shall henceforth be referenced as Contracting Officer’s Representative or COR.*

# SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 NON-PERSONAL SERVICES (APR 2016)

No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor’s supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.

The Contractor shall not perform any inherently governmental functions under this contract. Contractor employees shall not hold themselves out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change its contract, then that contractor should notify the CO for that contract and not carry out the direction until the CO issues a clarification.

The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

## H.2 GPO PRINTING REQUIREMENT (DEC SEP 2009)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

## H.3 CONTRACTOR RESPONSIBILITY (DEC 1998)

The Contractor shall without additional expense to the Government, be responsible for all damage to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of the work performed. Breakage or loss of office equipment or other property including that of a Government employee, which may occur in or about the building as a result of a fault or negligence in the Contractor’s operations or fault or negligence in the actions of the Contractor’s agent, subcontractors or its employees shall be made good by the Contractor at its own expense.

## H.4 SALES TAX EXEMPTION (MAY 2009)

The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

The Contractor shall be provided with tax exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement (see each individual task order). Notwithstanding the terms of the Federal, state, and local taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor or, where the amount of the tax exceeds $250.00, to provide evidence necessary to sustain the exemption.

## H.5 LEVEL-OF-EFFORT NOTIFICATION (DEC 2013)

* Applicable to Cost-Reimbursement Task Orders -

The Contractor shall notify the Contracting Officer or designee immediately in writing whenever it has reason to believe that:

1. The level-of-effort that the Contractor expects to incur under any term-type task order in the next 30 days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level of effort obligated for that task order.
2. If obligations are from multiple funding sources, notification is required to be funding source specific in addition to the overall task order.
3. The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

Either the "Limitation of Cost" or the "Limitation of Funds” clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clauses.

## H.6 HANDLING OF DATA (AUG 2011)

The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

a) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor

b) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the CO promptly after award.

The Contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

a) The Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

b) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

c) Use of an alternate subcontract source would reasonably detract from the quality of effort; and

d) The Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

If the CO denies the exception, the Contractor and its subcontractors shall not have access to the data and information for which the Contractor and any of its subcontractors took exception, unless the Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. If the CO approves an exception, the CO shall provide the approval and its specific parameters (including duration), in writing, to the Contractor before the Contractor or any of its subcontractor is granted access to the restricted data (including, but limited to, any trade secrets, confidential information, or proprietary/restricted data as well as Government "*For Official Use Only*" for use in connection with the work under this contract).

The Contractor and its subcontractors agree to abide by all data and information markings. When transferring or sharing such data for work under this contract, before such transfer or sharing, the Contractor and its subcontractors shall ensure the markings are included or remain on the data and information as the markings were received from the Government or another company.

Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the CO (or to a company) be deleted from the Contractor's (and any subcontractor's) records and destroyed.

These restrictions do not limit the Contractor's (or subcontractor’s) right to use and disclose any data and information obtained from another source without restriction.

As used herein, the term "data" generally has the meaning set forth in FAR 52.227-14, "Rights in Data - General" (DEC 2007), Alternate I, II, III (DEC 2007), and includes, but is not limited to, computer software, as also defined in FAR Clause 52.227-14. In regard to other companies’ information that the Government may receive with restrictions or pursuant to a non-disclosure agreement, “data” may also mean any information pertaining to that company without limitation, and including “information incidental to contract administration, such as financial, administrative, cost or pricing, or management information,” regardless of the form or the media on which the information may be recorded or in which the information may be transmitted to the Government.

## H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (MAR 2008)

After issuance of a task order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the task order. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the CO for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

a) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

b) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

c) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;

d) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);

e) A statement of the time by which the task order modification adopting the proposal must be

issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and

f) Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the CO as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the CO will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The CO may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price or CPFF shall be in accordance with the procedures of the applicable "Changes" clause incorporated by reference in Section I of the contract. The resulting task order modification will state that it is made pursuant to this clause.

## H.8 INSURANCE (FEB 2009)

The Contractor shall comply with Section I, FAR Clause 52.228-5 “Insurance-Work on a Government Installation” and additionally, FAR Clause 52.228-7, "Insurance-Liability to Third Persons." The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract. The Contractor is responsible for providing insurance of the following types and minimum amounts:

1. Workman's Compensation and Employees Liability Insurance as required by applicable statue, but not less than $100,000.
2. Comprehensive bodily injury liability insurance with limits of not less than $500,000 for each accident.
3. Property damage liability with a limit of not less than $100,000 for each accident.
4. Automotive bodily injury liability insurance with limits of not less than $200,000 for each person and $500,000 for each accident, and property damage liability insurance, with a limit of not less than $40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the CO at least 30 calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's prior approval.

A certificate of each policy of insurance shall be furnished to the TOCO not later than ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO.

## H.9 MAXIMUM FEE/PROFIT (JAN 2014)

Contractors shall propose an appropriate rate of fixed fee depending on the risk associated with a Cost-Plus-Fixed-Fee contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) **“redacted”** percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) **“redacted”** percent of all other costs. In accordance with Paragraph, G.8, Payment of Fee – Cost-Plus-Fixed-Fee, fixed fee will be determined as a percentage of costs expended for term-type task orders.)

For task orders issued on firm-fixed-price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price cannot exceed an amount that is the sum of (1) **“redacted”** percent of the subcontracts, equipment, travel costs, Offeror-estimated ODCs, and RFP-stipulated ODCs, and (2) **“redacted”** percent of all other costs.

## H.10 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2014)

The Contractor's Small Business Subcontracting Plan, dated 7 July 2016, in support of this contract has been determined to be acceptable and is incorporated into and made a material part of the contract.

## H.11 SUBCONTRACT CONSENT (JAN 2014)

Since this is an ID/IQ contract, most subcontracts for professional labor shall also be placed on an ID/IQ basis. Only first-tier subcontractors are allowed unless the Contractor can provide a strong technical rationale for inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR Clause 52.244-2 and FAR Clause 52.244-5 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors.

If a subcontractor’s accounting system has been reviewed and approved by a cognizant audit agency, usually the Defense Contract Audit Agency (DCAA), the subcontractor’s proposal must be submitted as a CPFF-type subcontract.

In order to add a new subcontractor, the Contractor must submit a written technical rationale describing the need for the new subcontractor to the Contracting Officer for approval. Upon approval, a cost proposal including contract type with detailed cost information must be submitted to the Contracting Officer for approval. The approved subcontract value shall be the subcontract ceiling on the Master Contract level. Prior to using the subcontractor, the Contractor must propose the subcontractor on a specific task order and identify a cost ceiling for approval. This task order proposal requires a separate cost proposal. The Contractor is required to monitor this amount and shall not exceed the approved cost ceilings on a Master Contract level for each subcontractor.

During a task order solicitation, the Contractor shall obtain approval of all new subcontractors prior to submission of its task order proposal. In such cases, task order proposals must include at least 75 percent (labor hours) of the Contractor’s current team (the Prime and previously authorized subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

## H.12 ACCOUNTING SYSTEM (DEC 2013)

A Prime Contractor is not eligibleto receive a CPFF (Term or Completion) task order award unless its accounting system has been reviewed by aFederal Government audit agency (such as the DCAA) and determined by the Contracting Officer to be adequate for determining costs under a cost reimbursement contract. The Contracting Officer relies on information provided by a Government audit agency (such as the DCAA) to determine the adequacy of a Contractor’s accounting system. Also, consent will not be givenfor a CPFF subcontract unless that particular subcontractor’s accounting system has been reviewed by a Federal Government audit agency and determined by the Contracting Officer to be adequate for determining costs under a cost reimbursement contract.

## H.13 SECURITY AND POSITION SENSITIVITY DESIGNATIONS (APR 2016)

Portions of the work under Section C may require Contractor personnel to hold security clearances. Cleared personnel, if required, must be available at the transition of the contract or task order. Some task orders may require access to classified information. The requirement for a Facility Clearance for individual task orders will be determined at the time a TORFP is issued and will state whether or not the clearance will apply to the Prime and/or any of its subcontractors.

If a Facilities Clearance is required, the Contractor shall follow procedures in accordance with the [Industrial Security Regulation (DOD 5220.22R](http://www.dtic.mil/whs/directives/corres/pdf/522022r.pdf)) for the receipt, generation, and storage of classified material. The Contractor shall be responsible for obtaining the appropriate security clearance from the Defense Security Service and for ensuring compliance by its employees and subcontractors(s) with the security regulations of the Government installation or Contractor (or subcontractor) facility where work is to be performed (See Section J, Attachment J.4. – Contract Security Classification Specification, DD-FORM 254). The Government will supply the DD-Form 254 as appropriate at the contract and/or task order level.

The Contractor shall comply with the Position Sensitivity Designations as defined under DOT Order 1630.2B, Personnel Security Management.

**Labor Category Sensitivity Level**

TBD at task order level TBD at task order level

If required under an individual task order, the Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the [Industrial Security Regulation (DOD 5220.22R)](http://www.dtic.mil/whs/directives/corres/pdf/522022r.pdf) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award.

The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

## H.14 HARDWARE/SOFTWARE (SEP 2015)

The acquisition of hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order; and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost, and rationale. Note that any Contractor acquired property is Government property and is accountable (refer to FAR Clause 52.245-1 (APR 2012)).

NOTE: Should the need arise for the Contractor (or its subcontractor) to purchase any commercial information technology (IT) hardware, software and/or telecommunications in support of Volpe Center projects, project managers must contact the TOCOR in advance of making such a request to the Contractor. The TOCOR must obtain approval of the Volpe Center Chief Information Officer (CIO) and Task Order Contracting Officer (TOCO) before authorizing this type of purchase. The Contractor may not proceed with any such IT purchase before confirming that the necessary TOCO and CIO approval has been obtained. To the maximum extent practicable, all IT purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 23.

## H.15 REQUESTS TO ACQUIRE EQUIPMENT (MAY 2013)

It may be necessary under this contract for the CO to allow the Contractor to acquire equipment to perform certain task orders under the contract. The Contractor is required to submit requests to acquire equipment to the CO for approval. The request shall include an explanation as to why the Contractor cannot provide the equipment from its own inventory, an analysis of the competitive pricing obtained, and the fair and reasonable pricing determination for the subject equipment. The Contractor shall track the Contractor-acquired equipment as Government Property in accordance with Government Property clauses incorporated elsewhere within this contract. To the maximum extent practicable, all purchases shall conform and be consistent with the Government requirements for Sustainable Acquisitions outlined in FAR Part 23.

## H.16 SECURITY MEASURES ON THE VOLPE CENTER PREMISES (DEC 2013)

Any work under this contract which is performed on site at the Volpe Center is subject to all provisions of this contract governing the work and the security requirements in place at the Volpe Center. The Contractor shall coordinate compliance with the CO and COR/TOCOR.

1. The Contractor is responsible for ensuring that personnel follow the security requirements and regulations of the Volpe Center Security Operations Office.
2. The Contractor is responsible for obtaining a copy of the Volpe Center's security requirements/regulations, VNTSC Selected Directive 1600.3, Admittance to Volpe Center Buildings.
3. All items of Government Property are subject to the Volpe Center's security regulations.
4. In order to obtain items such as room keys, parking gate keys, and Identification Badges, the Contractor shall:
	1. Submit a written request for these items of property to the CO and COR, who will make arrangements with the Volpe Center Security Operations Office for obtaining these items.
	2. The Contractor shall submit, within 10 calendar days of contract award, a list of its on-site employees to the Volpe Center CO and COR. Once the list is submitted, the Contractor will notify the CO and COR of any staff changes when they occur, and shall update the list of on-site employees every six months thereafter.
	3. When an employee resigns, or is terminated or reassigned, the Contractor shall provide written evidence to the CO and COR of the return of the items of Government Property noted in (4) above. The return of these items of property shall be coordinated with the Volpe Center Security Operations Office.

## H.17 PERFORMANCE OF WORK AND SAFETY PROVISIONS ON GOVERNMENT PREMISES (DEC 2013)

Any work under this contract which is performed by the Contractor, or any of its subcontractors, on premises that are under direct control of the Government, is subject to the following provisions:

1. Performance of work on Government premises shall be confined to the area(s) specified by the CO or designee. In performance of this work, the Contractor shall: (a) conform to all safety rules and requirements as in effect during the term of the contract; and (b) take such additional precautions as the contracting officer may reasonably require for safety and accident prevention purposes.
2. The Contractor shall designate to the CO or designee, in writing, an on-the-premises representative to serve as point of contact.
3. Any violation of applicable safety rules and requirements shall be promptly corrected as directed by the CO.

## H.18 CONSENT TO RELEASE GOVERNMENT-ORDERED ITEMS (MAR 2014)

The Contractor shall neither publish nor disclose in any manner without the written consent of the CO, COR, and/or TOCOR any items that may be ordered through the contract.

## H.19 ORGANIZATIONAL CONFLICT OF INTEREST (JAN 2014)

An organizational conflict of interest means that because of other activities or relationships with other persons or entities, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Government, or the Contractor's objectivity in performing the contract work is, or might be otherwise impaired, or the Contractor has an unfair competitive advantage. Organizational Conflict of interest includes situations where the capacity of a Contractor (including the Contractor's executives, directors, consultants, subsidiaries, parent companies or subcontractors) to give impartial, technically sound advice or objective assistance is or may be impaired or may otherwise result in a biased work product because of any past, present or planned interest, financial or otherwise, in organizations regulated by or assisted by DOT or in organizations whose interest may be substantially affected by Departmental activities. This clause is applicable at both the Master Contract level and Task Order level throughout the life of the contract.

## H. 20 EXCLUSIONS DUE TO ORGANIZATIONAL CONFLICTS OF INTEREST

## (JUL 2015)

A. Work under this contract may provide the Contractor with access to information about future Government procurements, including information that generally is not available to the public. In addition, the work may involve the creation, development or enhancement of specifications or requirements, for various systems, equipment, hardware, and/or software. In order to prevent or mitigate a potential or actual bias, unfair competitive advantage, or other potential or actual conflict of interest, the Contractor shall be subject to the following exclusions:

(1) The Contractor may be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received procurement information which has not been made generally available to the public.

(2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor assists in the development of the solicitation, Cost Estimate, Requirements, Specifications, or Statement of Work.

(3) The Contractor shall be excluded from competition for, or award of any Government contract which requires or includes the evaluation and/or development of system requirements, system definition, or other products that were developed by the Contractor under this contract.

(4) The Contractor may be excluded from competition for, or award of, any Government contract which requires, construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract which is the same or similar to work (e.g., logical follow-on) performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm, corporation, or other business entity which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm, corporation or business entity in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term “Contractor” also includes the corporate officers or other officers or principals (if not a corporation) of the Contractor, and of any parent or subsidiary corporation thereof, which has a majority or controlling interest in the Contractor.

D. The exclusions contained in this clause shall apply for the life of the Contract (including all task orders, if any, issued under the Contract) plus two (2) years.

E. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor shall be ineligible to be a subcontractor, at any tier, on such contract.

F. This clause shall be incorporated into any subcontracts awarded under this contract.

## H.21 U.S. DEPARTMENT OF TRANSPORTATION (DOT) CONTRACTOR PERSONNEL SECURITY AND AGENCY ACCESS (NOV 2011)

The following definitions are provided:

• "Agency Access" means access to DOT facilities, sensitive information, information systems or other DOT resources.

• "Applicant" is a contractor employee for whom the contractor submits an application for a DOT identification card.

• "Contractor Employee" means Prime contractor and subcontractor employees who require agency access to perform work under a DOT contract.

• "Identification Card" (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-I issuer, or a non-PIV card issued by DOT, or a non-PIV card issued by another Federal agency and approved by DOT. PIV and PIV-I cards have physical and electronic attributes that other (non-PIV) ID cards do not have.

• "Issuing Office" means the DOT entity that issues identification cards to contractor employees.

• "Local Security Servicing Organization" means the DOT entity that provides security services to the DOT organization sponsoring the contract.

1) Risk and Sensitivity Level Designations. For contracts requiring access to DOT facilities, sensitive information, information systems or other DOT resources, the contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. DOT will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees.

|  |  |
| --- | --- |
| IF THE DESIGNATED RISK IS: | THE BACKGROUND INVESTIGATION IS: |
| Low | National Agency Check with Written Inquiries (NACI) |
| Moderate | Minimum Background Investigation (MBI) |
| High | Background Investigation (BI) |

Contractor employees may also be required to obtain security clearances (i.e., Confidential, Secret, or Top Secret). National Security work designated "special sensitive," "critical sensitive," or "non- critical sensitive" will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in DOT will be processed according to the DoD National Industrial Security Program Operating Manual (NISPOM).

2) Pre-screening of Contractor Employees. The Contractor must pre-screen individuals designated for employment under any DOT contract by verifying minimal suitability requirements to ensure that only quality candidates are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to DOT for agency access. DOT may decline to grant agency access to a contractor employee for reasons including, but not limited to:

a) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude.

b) Falsification of information entered on forms or of other documents submitted.

c) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract.

d) Any behavior judged to pose a potential threat to DOT facilities, sensitive information, information systems, or other resources.

3) Citizenship and Alien Status. The Contractor must monitor an alien's continued authorization for employment in the United States. The Contractor must provide documentation to the CO *or* the COR during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

4) Background Investigation and Adjudication. The contractor employee must have a favorable adjudication of background investigation before DOT will issue an ID card to the contractor employee granting access to DOT facilities, sensitive information, information systems or other DOT resources. DOT may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. DOT may also accept PIV-I cards issued by an authorized PIV-I issuer as evidence of identity. A favorable adjudication does not preclude DOT from initiating a new investigation when deemed necessary. At a minimum, the Federal Bureau of Investigation (FBI) National Criminal History Check (fingerprint check) must be favorably completed before a DOT identification card can be issued. Each contractor must use the OPM’s Electronic Questionnaire for Investigation Processing (e-QIP) system to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or CO. The DOT Office of Security, M-40, or a DOT organization delegated authority by M-40, is responsible for adjudicating the suitability of contractor employees.

5) Agency Access Denied. Upon contract award, DOT will initiate the agency access procedure for all contractor employees requiring access to DOT facilities, sensitive information, information systems and other DOT resources for contract performance. DOT may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The contractor must not provide agency access to contractor employees until the COR or CO provides notice of approval, which is authorized only by the DOT Office of Security (M-40) or a DOT organization delegated authority by M-40. Where a proposed contractor's employees are denied agency access by the Government or, if for any reason proposed applications are withdrawn by the contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the contractor may be considered as part of the contractor's overall performance evaluation.

6) Identification Card Application Process. The COR will be the DOT ID card Sponsor and point of contact for the contractor's application for a DOT ID card. The COR shall review and approve the DOT ID card application before an ID card is issued to the applicant.

An applicant may be issued either a PIV card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in 6 months or less, including option periods. The COR may request the issuing office to waive the 6-month eligibility requirement when it is in DOT's interest for contract performance.

The applicant must complete a DOT on-line application for a PIV card. For a non-PIV card, the applicant must complete and submit a hard copy of Form 1681, Identification Card/Credential Application, to the COR/Sponsor. Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in person to provide two forms of identity source documents in original form to DOT. The identity source documents must come from the list of acceptable documents included in *Form 1-9, OMB No. 1115-0136, Employment Eligibility Verification.* At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in person a second time for enrollment and activation.

7) Identification Card Custody and Control. The Contractor is responsible for the custody and control of all forms of government identification issued by DOT to Contractor employees for access to DOT facilities, sensitive information, information systems and other DOT resources. The Contractor must immediately notify the COR or, if the COR is unavailable, the CO when a Contractor employee no longer requires agency access due to transfer, completion of a project, retirement, removal from work on the contract, or termination of employment.

The Contractor is responsible for maintaining and safeguarding the DOT ID card upon issuance to the Contractor employee. The Contractor must ensure that Contractor employees comply with DOT requirements concerning the renewal, loss, theft, or damage of an ID card. The Contractor must immediately notify the COR or, if the COR is unavailable, the CO when an ID card is lost, stolen, or damaged.

Failure to comply with the requirements for custody and control of DOT ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to DOT facilities, sensitive information, information systems, or other DOT resources.

a) Renewal: A Contractor employee's DOT issued ID card is valid for a maximum of 3 years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin 6 weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the Contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.

b) Lost/Stolen: Immediately upon detection, the Contractor or Contractor employee must report a lost or stolen DOT ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the CO, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the DOT on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR or CO. From the date of notification to DOT, the Contractor must wait 3 days before getting a replacement ID card. During the 3-day wait period, the Contractor employee must sign in daily for facility access.

c) Replacement: An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days provided there is a continuing need for agency access to perform work under the contract.

8) Surrender of ID Cards. Upon notification that routine access to DOT facilities, sensitive information, information systems, or other DOT resources is no longer required, the Contractor must surrender the DOT issued ID card to the COR, or if the COR is unavailable, the CO, the issuing office, or the local security servicing organization in accordance with agency procedures.

9) Use of This Clause. The Contractor is required to include these clauses in any subcontracts that require the subcontractor or subcontractor's employees to have access to DOT facilities, sensitive information, information systems, or other resources.

## H.22 VISITOR IDENTIFICATION REQUIREMENTS FOR FEDERAL FACILITIES (MAR 2016)

In accordance with the Department of Homeland Security (DHS) phased enforcement plan for the REAL ID Act (see DHS’s REAL ID website), visitors seeking access to military bases and almost all Federal facilities using their state-issued driver’s licenses or identification cards must present proper identification issued by REAL ID compliant states or a state that has received an DHS extension.  Any visitor from a noncompliant State or other jurisdiction will need to provide an acceptable alternate form of identification with photo (e.g., U.S. Passport) to enter the Federal facility.

When planning a visit to a Federal facility or military base, visitors should contact the facility to determine what identification will be accepted as well as check DHS’s REAL ID website for the most up-to-date information on individual state compliance as status can change over time.

This facility entry requirement applies to visitors only. This requirement has no impact on badged Federal and Contractor employees. Driver’s licenses from all states are still acceptable identification in the issuance of Federal PIV cards (badges) and for entry in the case of a lost or forgotten PIV card by a badged Federal or Contractor employee.

## H.23 LEGAL HOLIDAYS/INSTALLATION CLOSING (JAN 2014)

The following Federal legal holidays are observed and no work shall be performed at the Contractor’s site or at a Government facility, unless approved in writing, and in advance, by the Contracting Officer: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Whenever a recognized Federal holiday falls on a Saturday, the preceding Friday will be observed as a legal holiday. Whenever a recognized Federal holiday falls on a Sunday, the following Monday shall be observed as a legal holiday.

The Contractor shall comply with the aforementioned Federal holidays and any other day designated by the Federal Statute, Executive Order, or Presidential proclamation; therefore, the Government offices are closed to the Contractor’s staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The CO/TOCO will notify the Contractor when early release of Federal employees has been authorized.

## H.24 CONFLICT OF INTEREST DISCLOSURE (MAR 2008)

1. The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's Technical Proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
2. The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
3. In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
4. The CO will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the CO may:
5. Disqualify the Offeror, or
6. Determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
7. The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been know prior to award, an immediate and full disclosure shall be made in writing to the CO. The disclosure shall include a full description of the conflict, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The CO may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

# SECTION I - CONTRACT CLAUSES

## I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[https://www.acquisition.gov/far/index.html](https://www.acquisition.gov/far/index.html%20) (FAR)

<http://www.dot.gov/administrations/assistant-secretary-administration/transportation-acquisition-regulation-tar> (TAR)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER TITLE DATE

52.202-1 DEFINITIONS NOV 2013

52.203-3 GRATUITIES APR 1984

52.203-5 COVENANT AGAINST CONTINGENT FEES MAY 2014

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO SEP 2006

 THE GOVERNMENT

52.203-7 ANTI-KICKBACK PROCEDURES MAY 2014

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY MAY 2014

 OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR MAY 2014

IMPROPER ACTIVITY

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE OCT 2010

CERTAIN FEDERAL TRANSACTIONS

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND OCT 2015

CONDUCT

52.203-14 DISPLAY OF HOTLINE POSTER(S) OCT 2015

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST DEC 2011

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER APR 2014

 RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES

 OF WHISTLEBLOWER RIGHTS

52.204-2 SECURITY REQUIREMENTS AUG 1996

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON MAY 2011

 POSTCONSUMER FIBER CONTENT PAPER

52.204-9 PERSONAL IDENTITY VERIFICATION OF JAN 2011

 CONTRACTOR PERSONNEL

52.204-10 REPORTING EXECUTIVE COMPENSATION OCT 2015

AND FIRST-TIER SUBCONTRACT AWARDS

52.204-13 SYSTEM FOR AWARD MANAGEMENT JUL 2013

 MAINTENANCE

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS JAN 2014

 FOR INDEFINITE-DELIVERY CONTRACTS

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE JUL 2015

 REPORTING

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE JUL 2016

 MAINTENANCE

52.204-19 INCORPORATION BY REFERENCE OF DEC 2014

 REPRESENTATIONS AND CERTIFICATIONS

52.204-21 BASIC SAFEGUARDING OF COVERED JUN 2016

CONTRACTOR INFORMATION SYSTEMS

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST OCT 2015

WHEN SUBCONTRACTING WITH CONTRACTORS

DEBARRED, SUSPENDED, OR PROPOSED FOR

DEBARMENT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION JUL 2013

 REGARDING RESPONSIBILITY MATTERS

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED NOV 2015

 DOMESTIC CORPORATIONS

52.210-1 MARKET RESEARCH APR 2011

52.215-2 AUDIT AND RECORDS — NEGOTIATION OCT 2010

52.215-8 ORDER OF PRECEDENCE — UNIFORM OCT 1997

 CONTRACT FORMAT

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED AUG 2011

 COST OR PRICING DATA — MODIFICATIONS

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING OCT 2010

 DATA — MODIFICATIONS

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS OCT 2010

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY OCT 1997

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR JUL 2005

 POSTRETIREMENT BENEFITS (PRB) OTHER

THAN PENSIONS

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997

* + 1. REQUIREMENTS FOR CERTIFIED COST OR OCT 2010

PRICING DATA AND DATA OTHER THAN

CERTIFIED COST OR PRICING DATA –

MODIFICATIONS

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES OCT 2009

52.216-7 ALLOWABLE COST AND PAYMENT JUN 2013

52.216-8 FIXED FEE JUN 2011

52.217-8 OPTION TO EXTEND SERVICES NOV 1999

 For the purpose of this clause the blank is completed as follows:

 30 calendar days before expiration of the contract performance period.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS OCT 2014

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN OCT 2015

(applicable to all firms other than small business concerns)

 ALTERNATE II OCT 2001

52.219-16 LIQUIDATED DAMAGES — SUBCONTRACTING PLAN JAN 1999

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM JUL 2013

REPRESENTATION

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES FEB 1997

52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL 1990

For the purpose of this clause the blank is completed

as follows:

(a) zero

52.222-3 CONVICT LABOR JUNE 2003

52.222-21 PROHIBITION OF SEGREGATED FACILITIES APR 2015

52.222-26 EQUAL OPPORTUNITY APR 2015

52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT 2015

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH JUL 2014

DISABILITIES

52.222-37 EMPLOYMENT REPORTS ON VETERANS FEB 2016

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER DEC 2010

 THE NATIONAL LABOR RELATIONS ACT

52.222-50 COMBATING TRAFFICKING IN PERSONS MAR 2015

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION OCT 2015

52.223-5 POLLUTION PREVENTION AND MAY 2011

RIGHT-TO-KNOW INFORMATION

52.223-6 DRUG-FREE WORKPLACE MAY 2001

52.223-10 WASTE REDUCTION PROGRAM MAY 2011

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING DEC 2007

PRODUCTS

52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL OCT 2015

 COMPUTER PRODUCTS

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED MAY 2008

 ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN AUG 2011

TEXT MESSAGING WHILE DRIVING

52.224-1 PRIVACY ACT NOTIFICATION APR 1984

52.224-2 PRIVACY ACT APR 1984

52.225-1 BUY AMERICAN ACT — SUPPLIES MAY 2014

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008

52.227-1 AUTHORIZATION AND CONSENT DEC 2007

52.227-2 NOTICE AND ASSISTANCE REGARDING DEC 2007

PATENT AND COPYRIGHT INFRINGEMENT

52.227-3 PATENT INDEMNITY APR 1984

52.227-10 FILING OF PATENT APPLICATIONS — CLASSIFIED DEC 2007

 SUBJECT MATTER

52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR MAY 2014

52.227-14 RIGHTS IN DATA — GENERAL MAY 2014

 ALTERNATE I DEC 2007

 ALTERNATE II DEC 2007

 ALTERNATE III DEC 2007

52.228-5 INSURANCE – WORK ON A GOVERNMENT JAN 1997

 INSTALLATION

52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS MAR 1996

52.229-3 FEDERAL, STATE, AND LOCAL TAXES FEB 2013

52.230-2 COST ACCOUNTING STANDARDS OCT 2015

52.230-3 DISCLOSURE AND CONSISTENCY OF OCT 2015

 COST ACCOUNTING PRACTICES

52.230-6 ADMINISTRATION OF COST ACCOUNTING JUN 2010

 STANDARDS

52.232-1 PAYMENTS APR 1984

52.232-8 DISCOUNTS FOR PROMPT PAYMENT FEB 2002

52.232-11 EXTRAS APR 1984

52.232-17 INTEREST MAY 2014

52.232-18 AVAILABILITY OF FUNDS APR 1984

52.232-20 LIMITATION OF COST APR 1984

“Task Order” is to be substituted for “Schedule” wherever

that word appears in the clause.

52.232-22 LIMITATION OF FUNDS APR 1984

“task order” is to be substituted for “Schedule” wherever

that word appears in the clause.

52.232-23 ASSIGNMENT OF CLAIMS MAY 2014

52.232-25 PROMPT PAYMENT JUL 2013

 ALTERNATE I FEB 2002

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – JUL 2013

 SYSTEM FOR AWARD MANAGEMENT

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED JUN 2013

 OBLIGATIONS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO DEC 2013

 SMALL BUSINESS SUBCONTRACTORS

52.233-1 DISPUTES MAY 2014

52.233-3 PROTEST AFTER AWARD AUG 1996

ALTERNATE I JUN 1985

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT OCT 2004

 CLAIM

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, APR 1984

EQUIPMENT, AND VEGETATION

52.239-1 PRIVACY OR SAFETY SAFEGUARDS AUG 1996

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS APR 1984

52.242-3 PENALTIES FOR UNALLOWABLE COSTS MAY 2014

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS JAN 1997

* + 1. BANKRUPTCY JUL 1995

52.243-1 CHANGES - FIXED PRICE AUG 1987

ALTERNATES I AND II APR 1984

52.243-2 CHANGES - COST-REIMBURSEMENT AUG 1987

ALTERNATES I AND II APR 1984

52.243-7 Notification of Changes APR 1984

52.244-2 SUBCONTRACTS OCT 2010

52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS JUN 2016

52.245-1 GOVERNMENT PROPERTY APR 2012

52.245-9 USE AND CHARGES APR 2012

52.246-25 LIMITATION OF LIABILITY — SERVICES FEB 1997

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS JUN 2003

52.248-1 VALUE ENGINEERING OCT 2010

52.249-2 TERMINATION FOR CONVENIENCE OF THE APR 2012

GOVERNMENT (FIXED-PRICE)

52.249-6 TERMINATION (COST-REIMBURSEMENT) MAY 2004

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) APR 1984

52.249-14 EXCUSABLE DELAYS APR 1984

52.253-1 COMPUTER GENERATED FORMS JAN 1991

## I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT CLAUSES

**52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02) (FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

**FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the Chief of the Contracting Office and shall not be binding until so approved.

(End of Clause)

**FAR 52.216-18 – ORDERING (OCT 1995)**

 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years*.*

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)**

(a)*Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $2,500*,*the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b)*Maximum order*. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $20,000,000

(2) Any order for a combination of items in excess of $20,000,000; or

(3) A series of orders from the same ordering office within three (3) calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e*., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) calendar days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twelve (12) months after the contract ordering period expires.

(End of Clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days*;* provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

## I.3. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

|  |  |  |
| --- | --- | --- |
| **TAR Part** | **TITLE** | **DATE** |
| 1252.222-70 | STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK | OCT 1994 |
| 1525.222-71 | STRIKES OR PICKETING AFFECTING ACCESS TO A DOT FACILITY | OCT 1994 |
| 1252.223-71 | ACCIDENT AND FIRE REPORTING | APR 2005 |
| 1252.223-72 | PROTECTION OF HUMAN SUBJECTS | APR 2005 |
| 1252.223-73 | SEAT BELT USE POLICIES AND PROGRAMS | APR 2005 |
| 1252.242-71 | CONTRACTOR TESTIMONY | OCT 1994 |
| 1252.242-72 | DISSEMINATION OF CONTRACT INFORMATION  | OCT 1994 |

**TAR 1252.237-70 QUALIFICATIONS OF CONTRACTOR EMPLOYEES (MAY 2005) – ALTERNATE I (OCT 2005).**

* 1. Definitions. As used in this clause- "Sensitive Information" is any information that, if subject to unauthorized access, modification, loss, or misuse, or is proprietary data, could adversely affect the national interest, the conduct of Federal programs, or the privacy of individuals specified in The Privacy Act, 5 U.S.C. 552a, but has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
	2. Work under this contract may involve access to DOT facilities, sensitive information or resources (e.g., computer systems). To protect sensitive information, which shall not be disclosed by the Contractor unless authorized in writing by the contracting officer, the Contractor shall provide training to any Contractor employees authorized to access sensitive information, and upon request of the Government, provide information to assist the Government in determining an individual's suitability to have authorization.
	3. The Contracting Officer may require dismissal from work those employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the best interest of national security.
	4. Contractor employees working on this contract must complete such forms, as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's Representative (COR) or Project/Program manager (PM) request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required.

**TAR 1252.237-73 KEY PERSONNEL (APR 2005)**

* 1. The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.
	2. Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change. An individual may be named more than once to satisfy the requirements.

The Key Personnel under this Contract are:

PROGRAM MANAGER **“redacted”**

TASK AREA MANAGERS:

Air Traffic Management (ATM) Systems **“redacted”**

Position, Navigation and Timing (PNT) Systems **“redacted”**

Communication Systems **“redacted”**

Autonomous Operations and Remote Sensing Systems (AORSS) **“redacted”**

System Engineering **“redacted”**

Others to be specified under individual task orders.

**TAR 1252.239-70 CYBERSECURITY REQUIREMENTS FOR UNCLASSIFIED AND SENSITIVE INFORMATION TECHNOLOGY (IT) RESOURCES (JUN 2012)**

1. Required Policies and Regulations. Compliance with applicable Federal statutes, policies, standards, and guidelines is the responsibility of the Federal government and may not be abdicated to the Contractor. To achieve such compliance, the government requires the Contractor to conform to all U.S. Department of Transportation (DOT) and applicable Federal IT Security statutes, policies, standards, and reporting requirements, including, but not limited to:

1) Federal Information Security Management Act (FISMA) of 2002, 44 U.S.C § 3541et seq.

2) Clinger-Cohen Act of 1996 also known as the "Information Technology Management Reform Act of *1996,"* 40 U.S.C § 1401et seq.

3) Privacy Act of 1974, 5 U.S.C. § 552a, as amended.

4) Office of Management and Budget (OMB) Circular A-130,"Management of Federal Information Resources," and Appendix Ill, "Security of Federal Automated Information Systems,” as amended.

5) OMB Memorandum M-04-04, "E-Authentication Guidance for Federal Agencies."

6) Homeland Security Presidential Directive (HSPD-12), "Policy for a Common Identification

Standard for Federal Employees and Contractors," August 27, 2004.

7) DOT Order 1351.37, "Departmental Cybersecurity Policy."

8) DOT Departmental Cybersecurity Compendium "Supplement to DOT Order 1351.37: Departmental Cybersecurity Policy."

9) DOT Order 1681.1, "Department of Transportation (DOT) Implementation Policy for Identity, Credential, and Access Management (ICAM) and Homeland Security Presidential Directive - 12 (HSPD-12)."

10) National Institute of Standards and Technology (NIST) Federal Information Processing

Standards (FIPS) Publication (PUB) 140, "Security Requirements for Cryptographic Modules."

11) NIST FIPS PUB 199, “Standards for Security Categorization of Federal Information and

Information Systems."

12) NIST FIPS PUB 200, “Minimum Security Requirements for Federal Information and

Information Systems."

13) NIST FIPS PUB 201, "Personal Identity Verification (PIV) of Federal Employees and

Contractors" and all related NIST Special Publications.

14) NIST Special Publication 800-18, “Guide for Developing Security Plans for Federal Information Systems.”

15) NIST Special Publication 800-30, “Risk Management Guide for Information Technology Security Risk Assessment Procedures for Information Technology Systems.”

16) NIST Special Publication 800-34, “Contingency Planning Guide for Information Technology Systems.”

17) NIST Special Publication 800-37, “Guide for the Security Certification and Accreditation of Federal Information Systems.”

18) NIST Special Publication 800-47, “Security Guide for Interconnecting Information Technology Systems.”

19) NIST Special Publication 800-53, “Recommended Security Controls for Federal Information Systems.”

20) NIST Special Publication 800-53A, “Guide for Assessing the Security Controls in Federal Information Systems.”

21) NIST Special Publication 800-63, “Electronic Authentication Guidance.”

1. Applicability. The Contractor shall be responsible for Information Technology security for all systems connected to a DOT network operated by the Contractor for DOT, or for Contractor systems that contain DOT information regardless of location. The term Information Technology, as used in this clause, means any equipment or interconnected system or subsystem of equipment used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For purposes of this definition, equipment is used by DOT whether DOT uses the equipment directly or it is used by a Contractor under a contract with the agency which (1) requires the use of such equipment or (2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product. Information Technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does not include any equipment acquired by a Federal Contractor incidental to a Federal contract.

c) Security Categorization. In accordance with FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems," DOT has determined that the security category of the information or information system under this contract is Confidentiality [MODERATE], Integrity [MODERATE], and Availability [MODERATE], with an overall security impact level of MODERATE.

d) Baseline Security Controls and System Security Plan. The Contractor shall develop and maintain the System Security Plan and associated Baseline Security Controls for the system as defined in the DOT Departmental Cybersecurity Compendium. To aid DOT senior officials and Contractors in determining applicable security controls, the Departmental Cybersecurity Compendium assigns security requirements (also referred to as controls and policy) to the DOT Component and Information System levels. The Contractor is responsible for all "System-level" security requirements in accordance with the FIPS PUB 199 categorization approved for the system unless otherwise indicated in the Statement of Work or Performance Work Statement. The Contractor shall follow DOT policy and guidance specified in DOT Order 1357.31 and the Departmental Cybersecurity Compendium to appropriately tailor the set of baseline security controls and define the implementation owner of each control. The Contractor shall obtain the written approval of the System Security Plan and corresponding Baseline Security Controls from the DOT Authorizing Official or his/her designee.

e) Information System Contingency Plan (ISCP) and Testing. The Contractor shall develop and maintain the ISCP for the system as defined in the DOT Departmental Cybersecurity Compendium. The Contractor shall regularly test the ISCP and document test results in accordance with the DOT Departmental Cybersecurity Compendium.

f) Security Assessment and Authorization. All applicable Contractor systems/applications must support risk management processes, and produce and maintain the documents and artifacts as specified in the DOT Departmental Cybersecurity Policy and the DOT Departmental Cybersecurity Compendium. The Contractor shall prepare and submit the required documents as specified in the Deliverables section of the contract. For systems categorized as High or Moderate security impact per FIPS PUB 199, the Contractor must obtain a qualified independent Security Control Assessor and obtain the approval of this assessor from the DOT Authorizing Official. The Contractor may not begin the processing of DOT information, interconnecting with DOT networks or systems, or any other production operation of the system until the DOT Authorizing Official grants security authorization in accordance with DOT policy and procedures specified in the Departmental Cybersecurity Policy and Compendium.

g) Continuous Monitoring. Upon attainment of security authorization from the DOT Authorizing Official, the Contractor must implement and perform continuous monitoring of the security state and controls of the information system as specified in the Departmental Cybersecurity Policy and Compendium producing the specified reports and other artifacts to demonstrate ongoing risk management.

h) Contract Compliance. Upon approval by DOT, the Systems Security Plan, FIPS 199 Categorization, Contingency Plan, Security Assessment Report, Security Authorization, Plan of Action and Milestones (including any required updates), and other documents that are required based on the type of information system in accordance with the Departmental Cybersecurity Policy and Compendium, shall be incorporated into the contract file as compliance documents.

i) Availability of Data, Documents and Access.

1) The Contractor shall ensure that all DOT data remains within the United States except as approved in writing by the DOT Authorizing Official or his/her designee.

2) The Contractor shall provide DOT (or DOT-designated third party Contractors) access to the Contractor's and subcontractors' facilities, installations, operations, documents, records, databases, and personnel used in performance of the contract. The Contractor shall have the means to support DOT's requests for access 24 hours per day, 7 days per week which may be necessitated due to a security incident, breach or other security matter.

3) The Contractor shall provide access to the extent required to carry out IT security inspections, investigations, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOT information or to the functions of information technology operated on behalf of DOT, and to preserve evidence of criminal activity.

4) Upon termination of the contract or earlier, upon request, the Contactor shall provide to the DOT Authorizing Official or his/her designee all DOT data, source code, or database files, in a format specified by the DOT Authorizing Official or his/her designee.

j) Monthly Deliverables: The Contractor shall provide, on a monthly basis, the following information in NIST Security Content Automation Protocols (SCAP) XML data formats:

1) Device inventory (type of device and software);

2) Medium and High Vulnerabilities for each device;

3) Deviations from approved configuration baselines for each device; and

4) Additional information as required by OMB or the Department of Homeland Security (DHS) as indicated in the Departmental Cybersecurity Compendium.

k) Quarterly Deliverables: The Contractor shall provide, on a quarterly basis, the following information in a format specified by the COR:

1) Plan of Action and Milestones (POA&M): The Contractor shall prepare a draft of

The POA&M associated with known weaknesses at the completion of the initial security assessment. The Contractor shall collaborate with the DOT System Owner, Information System Security Officer/Manager (ISSO/ISSM) and DOT Authorizing Official to obtain necessary information to complete the POA&M to meet DOT guidelines specified in the DOT Departmental Compendium. The POA&M approved by the DOT Authorizing Official shall be included in the initial authorization package. Upon entering Continuous Monitoring phase, the Contractor shall update the POA&M at least quarterly to ensure it contains all known system security weaknesses discovered through security assessments, continuous monitoring, internal and external audits, and related activities that examine security and IT controls of the Contractor’s information system. The POA&M update shall also include progress on corrective actions for weaknesses previously identified.

l) Annual Deliverables: The Contractor shall provide, on an annual basis, the following documents to the Contracting Officer and COR:

1. Updated security risk management documentation:
	1. System Security Plan. The Contractor shall review and update the System Security Plan at least annually to ensure the plan is current, accurately describes implemented system controls and reflects changes to the Contractor’s system and its environment of operations.
	2. Security Assessment Report. The Contractor shall provide an update to the Security Assessment Report, based on the results of continuous monitoring performed. For systems categorized as High and Moderate security impact level, the independent Security Control Assessor must issue this report.
	3. Information System Contingency Plan (ISCP). The Contractor shall provide an annual update to the ISCP completed in accordance with the Departmental Cybersecurity Compendium.
	4. FIPS PUB 199 Categorization. The Contractor shall provide an update to the FIPS PUB 199 Categorization which shall identify any and all information type changes and resulting security impact levels for Confidentiality, Integrity and Availability in accordance with the DOT Departmental Cybersecurity Compendium. The DOT Authorizing Official must approve all changes in FIPS PUB categorization.

2) Information Security Awareness and Training Records. The Contractor shall ensure its personnel complete both general awareness training and role-based training for personnel that perform roles deemed by DOT to require annual specialized security training (refer to Compendium Appendix D). The Contractor shall comply with awareness and training policy specified in the DOT Departmental Cybersecurity Compendium and evidence of completion of training shall be provided to the COR upon request by the Government.

3) Information System Interconnection Agreements. The Contractor shall identify all interconnections between its system and other parties. (Refer to the DOT Departmental Cybersecurity Compendium for definitions and requirements for documentation, security controls and authorization of interconnections).

4) All Other Applicable Documents as Specified in the Departmental Cybersecurity

Compendium.

m) HSPD-12/Identity, Credential and Access Management Requirements. The Contractor shall ensure, at a minimum, that all systems that it develops for or operates on behalf of the Government support the use of Personal Identity Verification (PIV) smart cards, and PIV interoperable (PIV-1) smart cards as appropriate, for authentication and access to those systems, for the digital signature of documents and workflows, and for the encryption of documents and information, in accordance with NIST PUB 201and related special publications. When explicitly required, the Contractor shall ensure that all systems it develops for or operates on behalf of the Government meet applicable DOT policy requirements for identity, credential, and access management (ICAM) and require the use of a PIV card or PIV-1 for authentication, access, digital signature, and encryption. The Contractor shall ensure that services and products it purchases involving facility or system access control are on the current FIPS 201Approved Products List, found at [http://www.idmanagement.gov/.](http://www.idmanagement.gov/)

n) US Government Configuration Baseline. The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB). This includes Internet Explorer configured to operate in Windows. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

Applications designed for normal end users shall run in the standard user context without elevated system administration privileges. The Contractor shall use Security Content Automation Protocol (SCAP) validated tools with USGCB Scanner capability to certify their products operate correctly with USGCB configurations and do not alter USGCB settings, and shall provide documentation of such validation to the Government as a prerequisite for Government acceptance of the Contractor's products. The Contractor shall follow guidance in the DOT Departmental Cybersecurity Compendium for tracking and reporting deviations from these baselines.

o) System Access Notice. The Contractor shall implement DOT-approved warning banners on all DOT systems (both public and private) operated by the Contractor prior to allowing authenticated access to the system(s). The DOT Departmental Cybersecurity Compendium specifies requirements for this warning banner and permitted deviations depending on the end user device.

p) Privacy Act Notifications. As prescribed in the Federal Acquisition Regulation (FAR) clause

24.104, if the system involves the design, development, or operation of a system of records on individuals, the Contractor shall implement requirements in FAR clause 52.224-1, "Privacy Act Notification" and FAR clause 52.224-2, "Privacy Act." The Contractor shall ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the Contractor prior to allowing anyone access to the system:

"This system contains information protected under the provisions of the Privacy Act of

1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Individuals who violate privacy safeguards may be subject to disciplinary actions, a fine of up to *$5,000,* or both."

q) Non-Disclosure Agreements. The Contractor shall cooperate in good faith in defining non­disclosure agreements that other third parties must sign when acting as the Federal government's agent.

r) Nondisclosure of Security Safeguards. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, the Contractor shall be responsible for the following privacy and security safeguards: the Contractor shall not publish or disclose in any manner, without the Contracting Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under the contract. If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

s) Subcontracts. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions described in paragraph (b).

# SECTION J – LIST OF ATTACHMENTS

|  |  |
| --- | --- |
| **ATTACHMENT NUMBER** | **TITLE** |
| **J.1** | Monthly Task Order Cost Report Format |
| **J.2** | Quality Assurance Surveillance Plan (QASP) |
| **J.3** | Traffic Management Systems Engineering and Development Support (TMSEDS) Labor Category Qualifications |
| **J.4** | Contract Security Classification Specification, DD Form 254 |
| **J.5** | Small Business Subcontracting Plan |

## ATTACHMENT J.1

## MONTHLY TASK ORDER COST REPORT FORMAT

|  |
| --- |
| **MONTHLY TASK ORDER COST REPORT FOR PRIME CONTRACTOR** |
| **Contractor: ABC Company** |  |  |  |  |  |  |  |  |  |
| **Task Order #** |  |  **Title**  |  |  |  |  |  |  |  |  |  |
| Task Order Start Date: |  |  | **Task Order Value**  |  |  |  | **Funding Obligated to Date**  |  |  |  |  |
| Period of Performance: |  |  |  Cost  |  $-  |  |  |  Cost  |  $-  |  $-  |  |  |
| Reporting Period: |  |  |  Fee  |  $-  |  |  |  Fee  |  $-  |  $-  |  |  |
|  |  |  |  CPFF  |  $-  |  |  |  CPFF  |  $-  |  $-  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| ***CATEGORY*** | ***TOTAL TASK ORDER VALUE*** |  | ***PRIOR PERIOD*** |  | ***CURRENT PERIOD*** |  | ***CUMULATIVE AMOUNT*** |  |  | ***PERCENT TO DATE*** |  |
| ***Labor Hours*** | ***Hours*** | ***Dollars***  | ***Hours*** |  ***Dollars***  | ***Hours*** |  ***Dollars***  | ***Hours*** | ***Dollars***  |  | ***Hours*** | ***Dollars*** |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
| *Subtotal Professional* | *0.00*  |  *$-*  | 0.00  |  *$-*  | *0.00*  |  *$-*  | *0.00*  |  *$-*  |  |  |  |
| Administrative | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |
| *Total all Labor* | *0.00*  |  *$-*  | *0.00*  |  *$-*  | *0.00*  |  *$-*  | *0.00*  |  *$-*  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Estimated Labor Cost |  |  |  |  |  |  |  |  |  |  |  |
|  Direct Labor + Fringe |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |
|  Indirects (O/H, G&A, etc.) |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |
|  Travel |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |
|  Subcontractors |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |
|  Subcontract Admin. |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |
|  Purchases - ODCs |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| **Total Estimated Cost** |  |  |  |  |  |  |  |  |  |  |  |

|  |  |
| --- | --- |
| **MONTHLY TASK ORDER COST REPORT FOR SUBCONTRACTOR** |  |
| **Subcontractor: XYZ Company** |  |  |  |  |  |  |  |  |  |  |
| **Task Order #** |  | **Title**  |  |  |  |  |  |  |  |  |  |  |
| Task Order Start Date: |  |  | **Funding Obligated to Date**  |  |  |  |  |  |  |  |  |  |
| Period of Performance: |  |  |  Cost  |  $-  |  |  |  |  |  |  |  |  |
| Reporting Period: |  |  |  Fee  |  $-  |  |  |  |  |  |  |  |  |
|  |  |  |  CPFF  |  $-  |  |  |  |  |  |  |  |  |
| ***CATEGORY*** | ***TOTAL TASK ORDER ALLOCATED VALUE*** |  | ***PRIOR PERIOD*** |  | ***CURRENT PERIOD*** |  | ***CUMULATIVE AMOUNT*** |  |  | ***PERCENT TO DATE*** |  |  |
| ***Labor Hours*** | ***Hours*** |  ***Dollars***  | ***Hours*** |  ***Dollars***  | ***Hours*** |  ***Dollars***  | ***Hours*** | ***Dollars***  |  | ***Hours*** | ***Dollars*** |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
|  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
| *Subtotal Professional* | *0.00*  |  *$-*  | 0.00  |  *$-*  | *0.00*  |  *$-*  | *0.00*  |  *$-*  |  |  |  |  |
| Administrative | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  | 0.00  |  $-  |  |  |  |  |
| *Total all Labor* | *0.00*  |  *$-*  | *0.00*  |  *$-*  | *0.00*  |  *$-*  | *0.00*  |  *$-*  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| Estimated Labor Cost |  |  |  |  |  |  |  |  |  |  |  |  |
| Other Direct Costs |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |  |
| ODC |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |  |
| Travel |  |  $-  |  |  $-  |  |  $-  |  |  $-  |  |  |  |  |
| **Total Estimated Cost** |  |  |  |  |  |  |  |  |  |  |  |  |

## ATTACHMENT J.2

## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

* 1. **INTRODUCTION**

The purpose of this quality assurance plan (QASP) is to outline the methods used by the Government, to monitor contractor performance and identify the required documentation and resources to be employed for evaluating whether the contractor is meeting the performance standards identified in the Statement of Work for the Traffic Management Systems Engineering and Development Support (TMSEDS) master contracts. This QASP, as required by FAR Part 46.104, documents the Government’s procedures for monitoring contractor performance.

The Contracting Officer (CO) or Task Order Contracting Officer (TOCO) is required to ensure the contractor is meeting the performance requirements identified in the Task Order SOW. This QASP 1) defines the roles and responsibilities of all members of the contract administration team, 2) identifies the statement of work and deliverables, 3) defines the methodologies used to monitor and evaluate the contractor’s performance, and 4) describes the analysis of quality assurance monitoring results.

**1.1 Performance Monitoring Strategy**

The Government representative(s) will monitor performance and review all Deliverables to include: monthly progress and cost reports; quarterly labor reports, monthly labor and Travel/Other Direct Costs (ODC) reports, and quarterly financial management review reports furnished by the contractor to determine how the contractor is performing against contract requirements. The Government will make determination regarding satisfactory performance to determine payment and contractor performance assessment evaluation results.

* 1. **ROLES AND RESPONSIBILITIES**

**2.1 Contracting Officer (CO)**

The CO or TOCO is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the Contracting Officer’s Representative (COR), Task Order Contracting Officer’s Representative (TOCOR) and the contractor. The CO will appoint one full-time COR as the Government authority for performance management for the contract. The CO may also appoint a TOCOR for the CORs roles for specific Task Orders. The CO may also appoint an ALT TOCOR who acts in the absence of the primary TOCOR and is designated the same responsibilities as the TOCOR as described below.

**2.2 Contracting Officer’s Representative (COR)/Task Order Contracting Officer’s Representative (TOCOR)**

The COR/TOCOR is appointed in writing by the CO to act as his or her authorized representative to assist in administering and monitoring of contractor performance. The COR/TOCOR responsibilities and limitations are contained within the written designation letter. The COR/TOCOR’s primary duty is to monitor the contractor's performance to ensure that the Contractor meets all of the technical requirements under the task order, by the delivery date or within the period of performance as stated in the Task Order, and at the estimated cost stated in the Task Order and to ensure proper Government surveillance of the contractor’s performance. The COR/TOCOR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government’s behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR/TOCOR will have the responsibility for completing Contractor Performance Assessment Reports in the CPARS system to document his/her inspection and evaluation of the contractor’s work performance on annual basis. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

* 1. **IDENTIFICATION OF REQUIRED PERFORMANCE**

The contract requirements and deliverables are included in the Master Contract SOW, and further described with additional details specific to a Task Order, if required, at the Task Order level. Contractors may be required to deliver documents such as monthly cost reports, work breakdown structure hours and Travel/ODC reports, progress reports, percent complete, and resource reports on a monthly basis, and labor reports and financial management review reports on a quarterly basis. The COR/TOCOR will be responsible to review the requirements to determine satisfactory performance on a monthly basis. If the contractor is able to deliver the required service and deliverables at satisfactory performance level, it will be paid (depending upon the type of Task Order issued) costs and fee or Firm Fixed Price including profit, on a monthly basis, as submitted in its cost report and corresponding invoice.

* 1. **METHODOLOGIES TO MONITOR PERFORMANCE**

**4.1 Surveillance Techniques**

A significant portion of the contractor support occurs on-site at the Federal Aviation Administration (FAA) Office in Washington D.C. The contract administration team will have an increased effort on monitoring/oversight of the ATS work at the location. In an effort to minimize the performance monitoring burden, simplified surveillance methods shall be used by the Government to evaluate contractor performance when appropriate. Utilizing the standards in the Performance Objectives Summary Matrix at the end of this document, the primary methods of surveillance are:

* On-site monitoring by the COR and TOCOR. There will be a rotation plan among FAC-COR certified individuals to ensure there is a person at the FAA facility at least four days per week.
* Random inspection of contractor facilities - which shall be performed by the COR/ TOCOR/CO or TOCO inspector.
* 100% Inspection – Each month, the COR/ TOCOR/CO or TOCO, shall review the generated monthly cost and progress reports and compare against the invoice.
* Contractors are required to participate in Quarterly and Annual program reviews. The CO, TOCO, COR, TOCOR, ALT TOCO (if applicable) and FAA sponsor attend each program review. Contract administration responsibilities are reiterated at each program review. The CO will provide a contract administration refresher reiterating roles and responsibilities and expectations for the coming year.

**4.2 Customer Feedback**

The Contractor is expected to establish and maintain professional communication between its employees, the Volpe Center and the FAA sponsor. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

The FAA sponsor provides feedback directly to the Volpe Center CO/COR (and TOCO/TOCOR as required) for input in terms of customer complaints or positive feedback. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR/ TOCOR. The COR/TOCOR will accept those customer complaints and investigate. Customer feedback may also be obtained either from the results of formal customer satisfaction surveys.

The FAA sponsor has no authority in contract administration and contractor may not receive direction in performance of its duties from the sponsor. In instances where this occurs, the CO/TOCO will investigate.

* 1. **ANALYSIS OF QUALITY PERFORMANCE**

**5.1 Determining Performance**

Government shall use the monitoring methods cited to determine whether acceptable performance standards/service levels as stated in the Performance Objectives Summary Matrix have been met. If the Contractor has not met minimum requirements, it may be asked to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

**5.2 Verification of Performance**

The CO/COR (and TOCO/TOCOR as required) will review the contractor’s performance in relation to the requirements in the Task Order SOW to determine satisfactory performance on a monthly basis. This review will demonstrate whether the contractor is providing satisfactory performance, including cost and technical in accordance with the Task Order SOW. If performance is unsatisfactory, this may result in a delay for approval of invoices, cure notices or other corrective action under FAR 49.

**5.3 Reviews and Resolution**

5.3.1 The COR/ TOCOR may require the contractor’s project manager, or a designated alternate, to meet with the CO/TOCO and other contract administration team personnel as deemed necessary to discuss performance evaluation. The CO will define a frequency of in-depth reviews with the contractor, including appropriate self-assessments by the contractor; however, if the need arises, the contractor will meet with the CO/COR (and TOCO/TOCOR as required) as often as required or per the contractor’s request.

The agenda of the reviews may include:

* Monthly performance assessment data and trend analysis
* Monthly spend plan projections
* Expected 100% expenditure dates for funding of each program
* Discussion of issues and concerns of both parties
* Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis
* Recommendations for improved efficiency and/or effectiveness

5.3.2 The TOCOR must coordinate and communicate with the contractor to resolve issues and concerns regarding marginal or unsatisfactory performance.

**PERFORMANCE OBJECTIVES SUMMARY MATRIX**

|  |  |  |  |
| --- | --- | --- | --- |
| **TASK/****DELIVERABLE** | **PERFORMANCE STANDARD** | **METHOD OF SURVEILLANCE** | **PERFORMANCE RATING** |
| **Technical Performance** | Contractor technical performance meets all contract requirements with few minor and no significant problems encountered. *Performance meets all technical and functional requirements.* Problems that are encountered are minor and resolved in a satisfactory manner.*Work products, assessments, analyses, recommendations, and related input/output are thorough, reliable, highly relevant to contract requirements, and consist of substantial depth and breadth of subject matter expertise.*  | See paragraph 4 above. | **Assignment of performance rating for TECHNICAL criteria:***Excellent**Performance meets all and exceeds standard compliance of many contract requirements. The contractor delivers superior work products that require little or no revision/rework or any required revision/rework is minor in nature. Problems that are encountered are minor and resolved in a highly effective manner.**Acceptable**Performance and deliverables meet all contract requirements. The contractor delivers acceptable work products with some minor revision/rework. Problems that are encountered are minor and resolved in a satisfactory manner.**Unacceptable**Many contract requirements not met.* *The contractor delivers marginal or unsatisfactory work products that require extensive rework/revision. Substantial problems were encountered and were resolved in a less than satisfactory manner.* |
| **Adherence to Schedule** | Contract milestones, periods of performance, and/or data submission dates are met or exceeded; highly qualified Key Personnel are available as required. Contractor meets Contract milestone requirements at least 85% of the time, or satisfactorily describes the reason for failure (excluding government- caused delays).  | See paragraph 4 above. | **Assignment of performance rating for SCHEDULE criteria:***Excellent**Contract milestones/ performance dates met or exceeded at least 95% of time (excluding government caused delays).**Acceptable* *Contract milestones/ performance dates met or exceeded at least 85-95% of time (excluding government caused delays).**Unacceptable* *Contract milestones/ performance dates met less than 85% of time (excluding government caused delays).* |
| **Adherence to Cost/Price** | Contract requirements are performed within budget.  | See paragraph 4 above. | **Assignment of performance rating for COST criteria:***Excellent**Contract performance is at or below budget (proposed costs) 100% of the time. Supporting documentation for cost reports and invoices are thorough, accurate and complete.* *Acceptable* *Actual costs are within 95% of estimated/proposed costs with any adjustments request resulting from conditions unforeseen by the contractor or due to within scope changes. Supporting documentation for cost reports and invoices are thorough, accurate and complete with the exception of minor and infrequent changes.**Unacceptable* *Actual costs are not within 95% of estimated/proposed costs. Supporting documentation for cost reports and invoices lack thoroughness, accuracy and/or completeness. Corrections required are frequent and/or significant.* |

## ATTACHMENT J.3

## TMSEDS LABOR CATEGORY QUALIFICATIONS

SENIOR STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling twenty (20) years in a technical area directly related to the Statement of Work (SOW).

MIDDLE STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling sixteen (16) years in a technical area directly related to the SOW.

STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling twelve (12) years in a technical area directly related to the SOW.

JUNIOR STAFF - to perform successfully in this capacity, the individual must have a combination of education and experience totaling eight (8) years in a technical area directly related to the SOW.

SENIOR TECHNICIAN - to perform successfully in this capacity, the individual must have a combination of education and experience totaling (10) years in a technical area directly related to the SOW.

TECHNICIAN - to perform successfully in this capacity, the individual must have a combination of education and experience totaling (2) years in a technical area directly related to the SOW.

The aforementioned annual experience totals may be achieved by following the below Summary Table. For purposes of this table, please note the following.

* A Ph.D. degree in a directly related discipline to the SOW is equivalent to sixteen (16) years of professional experience.
* A Masters degree in a directly related discipline to the SOW is equivalent to twelve (12) years of professional experience.
* A Bachelors degree in a directly related discipline to the SOW is equivalent to eight (8) years of professional experience.
* An individual with no undergraduate or post-graduate degree must possess the full amount of required yearly work experience in a field directly related to the SOW to qualify for the appropriate labor category.

 **SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS**

|  |  |  |
| --- | --- | --- |
| **Labor Category** | **Years of Experience** | **Degree** |
|  Senior Staff | 4 | Ph.D. |
|  | 8 | MS/MA/MBA |
|  | 12 | BS |
|  | 20 | None |
| Middle Staff | 0 | Ph.D. |
|  | 4 | MS/MA/MBA |
|  | 8 | BS |
|  | 16 | None |
|  Staff | 0 | Ph.D. |
|  | 0 | MS/MS.MBA |
|  | 4 | BS |
|  | 12 | None |
|  Junior Staff | 0 | Ph.D. |
|  | 0 | MS/MA/MBA |
|  | 0 | BS |
|  | 8 | None |
| Senior Technician | 0 | Ph.D. |
|  | 0 | MS/MA/MBA |
|  | 2 | BS |
|  | 10 | None |
| Technician | 0 | Ph.D. |
|  | 0 | MS/MA/MBA |
|  | 0 | BS |
|  | 2 | None |

**NOTE:** The Government may, at the task order level and on a case-by-case basis, require certain degrees or certifications. In addition, the Contractor may, at the task order level and on a case-by-case basis, offer to the Contracting Officer a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.